



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



November 20, 2024
ADDENDUM 1

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2025-09 WARM MINERAL SPRINGS PARK HISTORIC RENOVATION, FLOODPROOFING AND SITE IMPROVEMENTS

DUE DATE December 3, 2024

Proposals need to be delivered to Customer Care Center so they can be date and time stamped on or before 2:00 PM.

Proposers are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above solicitation 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.

Question 1: How many copies of the submittals are required?

Answer 1: One original copy and five copies for a total of six included in submittal.

Question 2: Can you clarify any pages that are excluded from the 19-page limit?

Answer 2: Please see page 34 of RFP 2025-09 Warm Mineral Springs Park Historic Renovation, Floodproofing and Site Improvements.

Clarification 1:

Proposal Submittal Location: **City Hall, ~~Room 337A~~ Same date and time.**

Proposal Submittal Location:

City of North Port – City Hall
Customer Care Call Center (Front Desk)
Geoff Thomas, Contract Administrator I
4970 City Hall, 1st Floor Lobby
North Port, Florida 34286

****ALL PROPOSALS ARE DATE AND TIME STAMPED AT THE CUSTOMER CARE CALL CENTER (A/K/A FRONT DESK), 1ST FLOOR, AT CITY HALL. ****

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.

Geoff Thomas

Geoff Thomas

Contract Administrator I

Finance Department/Purchasing Division

4970 City Hall Blvd.

North Port, Florida 34286

Tel: 941.429.7103

Fax: 941.429.7173

E-mail: gthomas@cityofnorthport.com

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

City of North Port



**Warm Mineral Springs Park Historic Renovation, Floodproofing and Site
Improvements
CONSTRUCTION MANAGER AT RISK
Request for Proposal No. 2025-09**

PUBLIC NOTICE/ADVERTISEMENT

Notice is hereby given that the City of North Port will receive sealed proposals from legal entities authorized to do business in Florida for:

**RFP NO. 2025-09 – CONSTRUCTION MANAGER AT RISK
FOR THE WARM MINERAL SPRINGS PARK HISTORIC RENOVATION, FLOODPROOFING, AND SITE IMPROVEMENTS**

It is the intent of the City of North Port to request proposals from experienced and qualified firms for Construction Manager at Risk services for the City of North Warm Mineral Springs Historic Renovation, Floodproofing, and Site Improvements. Services include pre-construction and construction services.

PRE-PROPOSAL MEETING:	None
SUBMITTAL DUE DATE: <i>Proposals may be mailed, or hand delivered to the Finance Department/Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, FL 34286. Proposals Received After This Date and Time Will Not Be Opened.</i>	December 3, 2024
EVALUATION AND RANKING <i>(Open to the Public)</i>	December 12, 2024

Information regarding this project may be viewed and downloaded from DemandStar’s website at www.demandstar.com or through the link provided on the city web site at <https://www.northportfl.gov/> . Proposal documents are also posted on the City FTP site at <https://rb.gy/eyqqv> (***select the Purchasing Folder and scroll to Project RFP 2025-09***); however, addendums are only posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Geoff Thomas, at 941.429.7102. Requests for additional information or clarification must be submitted in writing via facsimile to 941.429.7173 or emailed to purchasing@northportfl.gov . Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is November 18, 2024.

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: _____, 2024

www.cityofnorthport.com

www.demandstar.com

[Sarasota Herald-Tribune](#)

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EXHIBITS: NONE

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form to the address below immediately.

We the undersigned have declined to submit a proposal on the requested service for: **RFP No. 2025-09: CONSTRUCTION MANAGEMENT SERVICES FOR CITY OF NORTH PORT WARM MINERALS SPRINGS HISTORIC RENOVATION, FLOODPROOFING, AND SITE IMPROVEMENTS** for the following reason(s):

- Insufficient time to respond to the solicitation.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications or Scope of Service are unclear (explain below).
- OTHER (please specify below).

Remarks _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

E-MAIL ADDRESS: _____

Note: Statement of Non-Submittal may be faxed to 941.429.7173 or e-mailed to purchasing@northportfl.gov

PART I – GENERAL INSTRUCTIONS

1. PURPOSE:

Intent of RFP:

The City of North Port hereinafter referred to as the “City” desires to contract for Professional Services. It is the intent of the City of North Port, Florida, to request proposals from experienced and qualified proposers to provide construction management at risk (CMaR) pre-construction and construction services. CMaR will coordinate with the design team(s) to assist in the development of the design criteria and estimating for the Warm Minerals Springs Park historic renovation, floodproofing and site improvements. Services include assisting in the development of design criteria and estimating for the Warm Mineral Springs Park renovation of the historic Buildings A, B, and ‘mothballing’ of the Cyclorama and various site improvements. CMaR may be called upon to assist with City Commission presentations and exhibits of the proposed expansion.

A. BACKGROUND:

For this Request for Proposal (RFP), a qualified proposer means only those firms with prior, specific experience in the renovation of historic facilities, floodproofing and utility projects which have been constructed and are operational. The selected CMaR will be required to coordinate with the design team(s) of various professionals to estimate and provide input to the design team as they prepare 30% Schematic Design Drawings , Design Development Drawings, and Construction Documents including but not limited to site plans, utility plans, drainage plans, demolition plans, building plans, structural plans, mechanical, electrical and plumbing (MEP) plans, fire protection (FP) plans, stormwater treatment plans, and landscape plans.

It is anticipated that the contract(s) resulting from this RFP will be split into two phases. Phase one will be assisting in the preparation of Schematic Design Drawings and Cost Analysis, assisting in the preparation of Design Development Drawings, Construction Documents, Permitting and Bidding. Phase two will include a Guaranteed Maximum Price (GMP) for the project and construction phase services.

In 2022, The City of North Port issued RFB No 2022-22 Warm Mineral Springs Park Renovations for the renovation of the existing buildings and surrounding areas at Warm Mineral Springs Park. The three buildings are listed on the National Register of Historic Places, and all renovations were intended to meet historic guidelines. Unfortunately, the bids for that solicitation opened over the established budget and the buildings were additionally damaged by Hurricane Ian late in 2022. The scope of the project has refocused on minimizing the programming of Building B, and the wet floodproofing to retain the historical significance of the facilities. The extent of site improvements will be largely determined by the project budget, which has been established within the range of \$12,000,000 to \$14,000,000. At this time, it is the intent of the City to include installation of new utilities (water/wastewater) to the new facility from a connection point on US 41 through Ortiz Boulevard.

2. CONTRACT AWARD/TERM:

The City anticipates entering into one (1) contract with the firm who submits the proposal judged to be most advantageous to the City. The Proposer understands that this RFP does not constitute an agreement or a contract with

the Proposer. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute a contract.

3. DEVELOPMENT COSTS:

The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

4. DEFINITIONS:

AGREEMENT: The term "Agreement" shall refer to the Agreement that may result from this Request for Proposal.

CITY: The term "City" shall refer to The City of North Port, Florida, or its City Commission, or City Manager or his Designee, as applicable.

CONSULTANT/ENGINEER: The term "CONSULTANT" OR "ENGINEER" shall refer after award, said Proposer/Firm will be referred to as the consultant/engineer.

DUE DATE AND TIME: The term "Due Date and Time" shall refer to the due date and time listed in the Notice of Availability and Timetable of this Solicitation.

PROPOSAL/REPLY/SUBMITTAL: The term "Proposal", "Reply" and "Submittal" The complete response of the Proposer to the RFP, including properly completed forms and supporting documentation.

PROPOSER: The terms "Proposer" or "the Firm" or "the Broker of Record" shall refer to anyone submitting a Proposal in response to this Request for Proposal.

PROPOSAL FORMS: The term "Proposal Forms" shall mean the forms required to be submitted in accordance with this Request for Proposal.

REQUEST FOR PROPOSAL: The terms "Request for Proposal", "RFP", or "Solicitation" shall mean this Request For Proposal, including all exhibits, attachments and addendums as approved by the City, and amendments or change orders issued by the Procurement Department.

RESPONSIVE PROPOSAL/REPLY/SUBMITTAL: Is a reply submitted by a responsive and responsible Respondent which conforms in all material respects to the solicitation.

RESPONSIBLE RESPONDENT: A person, company or entity which determined to have the capability in all respects to fully perform the agreement requirements and has the integrity and reliability which will assure good faith performance.

SPECIFICATIONS: The term "Specifications" shall mean any technical requirements specified in this Request For Proposal or any addendum or other document issued by the City specifying technical requirements of the Work/Service.

SUBCONSULTANT/SUBCONTRACTOR: The term "Subcontractor" and "Sub-consultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

After award of contract - Changes to the originally proposed project team (Consultant Key personnel, Sub-consultants, Sub-consultant Key personnel, Principle, etc.) shall be submitted to the City in writing. Acceptance of the change shall be the sole discretion of the City. In the event the City does not approve the amended project team, the City has the option to terminate the contract. The City will reimburse the awarded Consultant for the work completed up to the time of termination.

TIME OF COMPLETION: Time in which the entire work shall be completed.

WORK: The terms "Work", "Scope of Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with entirety of the scope of work required by this RFP including all terms and conditions of this Solicitation.

5. INQUIRIES:

The City will not respond to oral inquiries. Proposers may submit written inquiries via e-mail regarding this RFP to to Purchasing@northportfl.com. The last day for questions is _____

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through DemandStar's website at www.demandstar.com. It shall be the responsibility of the Proposer, prior to submitting their proposal, to contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

6. PRE-PROPOSAL MEETING: NO PRE-PROPOSAL MEETING.

7. PROPOSAL SUBMISSION AND WITHDRAWAL

The City will receive **SEALED** proposals with the following information ***clearly marked on the outside packaging (FedEx, UPS, USPS, etc.):*** "RFP NO. 2025-09___: WARM MINERAL SPRINGS HISTORIC RENOVATION, FLOODPROOFING AND SITE IMPROVEMENTS – CONSTRUCTION MANAGER (CM) AT RISK" at the address below:

***City of North Port
GEOFF THOMAS, Contract Administrator I
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286***

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal

documents are exempt from public record for a period of thirty days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

8. PRESENTATIONS/DISCUSSIONS: The Selection Committee may conduct discussions with firms of the Committee's choosing, regarding their qualifications, approach to the project, and ability to furnish the required services. The City will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations (i.e. travel, accommodations, etc.). The discussions/presentations/interviews are closed to the public per Chapter 286, as amended, of the Florida Statutes.

9. PROPOSAL RESTRICTIONS:

In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part IV - "Rules and Instructions" for Preparing Proposals contained within this RFP.

- **EXAMINATION OF PROPOSAL DOCUMENTS/SITE:** Prior to proposal submission, Proposers shall carefully examine all provisions of this document, and all other related documents, including all modifications thereof, incorporated in the proposal package, plus fully informing themselves as to all existing conditions and limitations that affect 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 Proposal due date (or shall be verbally addressed at the pre-proposal conference, if applicable).
- It shall be the responsibility of the proposer, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Division to determine if addenda were issued.
- Examination of Sites: Prior to submitting a proposal, each proposer shall attend the mandatory pre-proposal & site meeting, if required, and examine the all the site and all conditions thereon. All proposals shall be presumed to include all such existing conditions as may affect any work to be done in this agreement. Failure to familiarize himself with such conditions will in no way relieve the successful proposer from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications. **(There is no pre-proposal meeting).**

10. CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the any of the provisions in this solicitation or any addendum issued, the order of precedence shall be: the last addendum issued, Proposal Forms, Scope of Service, Plans, Permits, reports and then the General Terms and Conditions. It is incumbent upon the Proposer to identify such conflicts to the designated purchasing representative prior to the proposal response date.

11. DRUG FREE WORKPLACE

The City of North Port is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the reply. The City grants a preference (following local preference, if applicable) to a business with drug-free workplace program, whenever two (2) or more Proposals are tied in the

evaluation and ranking process. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. All Proposers are strongly recommended to submit the form entitled “**DRUG-FREE WORKPLACE AFFIDAVIT**”.

12. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Florida Statutes §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 a public entity, may not submit a bid on a contract with a public entity for 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 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.”

13. MINORITY, WOMEN, and VETERAN OWNED BUSINESS ENTERPRISE (M/W/VBE)

M/W/VBEs are encouraged to participate in the reply process. All M/W/VBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the proposal submission and the Certificate must be issued to the prime Consultant/Contractor to claim M/W/VBE status.

14. REGULATIONS:

Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.

15. CANCELLATION:

The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this Agreement, in whole or in part, by providing the firm thirty (30) calendar days written notice by certified mail.

16. FISCAL NON-FUNDING CLAUSE:

In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence and the Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the City.

17. RESERVED RIGHTS:

The City reserves the right to accept or reject any and all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, for whatever reason or for no reason, if it is deemed in the best interest of the City.

The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the City deems necessary in order to make a determination.

18. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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

19. PERFORMANCE EVALUATION:

At the end of the Agreement, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

20. PAYMENTS:

The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

21. INSURANCE REQUIREMENTS:

The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

A. Before performing any contract work, Consultant shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Consultant.

- i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit). Minimum \$500,000 each accident; \$500,000 each employee; and 500,000 policy limit for diseases.

ii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises. City of North Port to be named additionally insured.

iii. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles. Proof of Commercial Auto Liability Insurance. \$1,000,000 each accident for property damage and bodily injury with contractual liability coverage.

iv. **Professional Liability Insurance:** Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 per occurrence for this project with a \$1,000,000 policy term general aggregate. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

v. **General requirements:** The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability. Certification of same shall be required. 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 Consultant. The Consultant's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Consultant 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 Consultant's responsibility to provide notice to the City.

B. **WAIVER OF SUBROGATION:** All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree 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 arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Consultant, its officers, officials, agents, employees, volunteers, and any 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 also applies to any deductibles or self-insured retentions the Consultant or its agents may be responsible for.

C. **POLICY FORM**

i. 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 Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.

ii. Insurance requirements itemized in this Contract, and required of the Consultant, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract.

The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

iii. 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 Consultant is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

iv. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.

v. The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Consultant's liability for indemnity of the City 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 Consultant and its carrier.

vi. The Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.

vii. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

viii. 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 Consultant 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.

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

22. INDEMNITY:

The Consultant shall indemnify and hold harmless the City, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or Consultant's officers, employees, agents, and other persons employed or utilized by the Consultant in the performance of, or the failure to perform, the Agreement.

In the event of a claim, the City shall promptly notify the Consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement. Such notification may also be provided by fax transmission.

The City shall provide all available information and assistance that the Consultant may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute § 768.28.

23. CONFLICTS OF INTEREST - CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS:

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

24. DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT:

The purpose of this disclosure form is to allow the City to identify actual or potential 'financial' or 'other interests' (as defined in the form) which may adversely affect, or have the appearance of adversely affecting, the City's interest in the award of this contract. The City reserves the right to reject any proposal, terminate negotiations, or terminate any subsequent contract deemed to have an unacceptable conflict of interest.

25. COLLECTION OF FEES, ASSESSMENTS AND TAXES:

By acceptance of an Agreement, the Successful Contractor acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been paid. The City may require verification and satisfaction of all

delinquencies and currently due fees, assessment and taxes prior to submittal due date. City will conduct annual review for any fees, assessments and taxes.

26. 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 Subsection 287.134(2)(a), F.S., “ 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 Contractor under a contract with any public entity; and may not transact business with any public entity.”

27. CONTACT PROHIBITION:

All prospective Proposers are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their 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.

28. STATE REGISTRATION REQUIREMENTS:

Any Proposer 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 will be required prior to award of an Agreement. Any partnership submitting a response to this solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

29. ASSIGNMENT:

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the Contractor from the City under this Agreement 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.

30. AMENDMENT:

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under the Agreement.

31. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:

Pursuant to Florida Statute § 119.071 (1)(b)(2), all submittals are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the replies, whichever is earlier.

FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Proposer is asserting that certain information in its proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Bid number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other proposal documents.

Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this Bid will become the property of the City of North Port and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of North Port (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of North Port (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

32. PUBLIC RECORDS:

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

1. Keep and maintain public records required by the CITY to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics,

or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

2. Upon request from the City's custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Consultant shall meet all applicable requirements for retaining public records.
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL Publicrecordsrequest@northportfl.gov.**
6. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes 119.10.

The Consultant acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

33. SUNSHINE LAW EXEMPTIONS:

The exemption under F.S. §286.0113 provides that for all "competitive solicitations:"

- Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation,
- Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation,

- Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or
- Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. [286.0113](#) and s. 24(b), Art. I of the State Constitution.

An exemption from the Sunshine law means that the meeting does not have to be noticed, open to the public or have minutes taken. The statute does provide that a verbatim recording of the meeting must be made. The recording and any records presented at the meeting are also exempt from public records disclosure until 30 days after opening of the bids, proposals or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final Contract.

34. REPLIES ARE SUBJECT TO PUBLIC INSPECTION: Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Respondent's reply to this solicitation will be waived upon opening of the reply by the Owner, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Respondent's reply outside of the separately bound document described below.

35. NON-EXCLUSIVITY: No guarantee of certain services, volume of work, or quantity of projects is implied. This contract does not entitle any firm to exclusive rights to City of North Port contracts. The City reserves the right to acquire professional services from other firms or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any consultants at any time for any project other than those selected.

36. 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 by the City, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
 - 3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of 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.

37. JOINT VENTURES: The joint venture must be in place at the time of submittal. Firms who submit a proposal as a "joint venture" must clearly indicate in their proposal the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g., agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" proposal submittal. One firm will take the lead as point of contact and awardee; how you work it out with your partnering firm is up to you. The City contract is with one entity, and one check is issued.

38. SUB-CONSULTANTS: A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Consultant must clearly reflect in its Proposal the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the Successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFP, Sub-consultant's hourly rates or fees, any applicable licenses, references, ownership, and other information required of Consultant.

39. PRIOR CITY WORK: If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects. Prior work done for the City may be used

as a reference submitted by the Respondent if it is submitted within their proposal and similar to the work being requested in this RFP.

40. USE OF INFORMATION FROM OTHER SOURCES:

The City of North Port reserves the right to consider historic information and fact, whether gained from the submitted proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

41. DISCREPANCIES, ERRORS AND OMISSIONS: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

42. DISQUALIFICATION: The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

43. RESPONSES / PROPOSAL RECEIPT: Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The Consultant shall file all documents necessary to support its Proposal and shall include them with its Proposal. Consultants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP.

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.

44. RESPONSES / PROPOSAL RECEIPT: Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The Consultant shall file all documents necessary to support its Proposal and shall include them with its Proposal. Consultants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP.

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

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

- d. A declared emergency of the federal, state, or local government; or
 - e. Any other like event that is beyond the reasonable control of the non-performing party;
- then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
- f. The non-performing party provides written notice within five (5) days of the event of force majeure, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 - g. The excuse of performance is no greater in scope or duration than required by the event of force majeure;
 - h. No obligations of either party that arose before the force majeure are excused as a result of the event of force majeure; and
 - i. The non-performing party uses all reasonable diligence to remedy its inability to perform.
- Economic hardship of a party does not constitute an event of force majeure. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

46. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Contractors 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 contractor's social, political, or ideological interests when determining if the contractor is a responsible contractor. Contractors are further notified that the city's governing body may not give preference to a contractor based on the contractor's social, political, or ideological interests.

The Consultant acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

END OF PART I

PART II – SCOPE OF SERVICE

Scope of Services: The scope of work is a general guide to the work the City expects to be performed by the Consultant and is not a complete listing of all services that may be required or desired.

Warm Mineral Springs Historic Renovation, Floodproofing, and Site Improvements will include:

- Building A: Conditioned space for Admissions staff, staff restrooms, and a meeting room in a wet floodproofed condition.
- Building B: Removal of formerly programmed interior space to provide family-style rooms and a shaded area for public gathering.
- Building C: The Cyclorama will be ‘mothballed’ consistent with historic guidelines, the roof replaced and the facility wet floodproofed.
- Site improvements will include open-air shower towers, and various other improvements, the extent of which will largely be determined by the scale of the project, zoning requirements and budget constraints.
- Water/wastewater services connecting near US 41 through Ortiz Boulevard
- This

The City of North Port has established a total project budget of \$12,000,000 to \$14,000,000, including design services and permitting. .

The project site is located at 12200 San Servando Ave, North Port, Florida on 21.7 acres of City of North Port-owned property. The three (3) existing buildings will be renovated to varying levels, and each wet floodproofed. The CMaR will work with the City of North Port Engineer of Record (EOR), Kimley-Horn, and Architect of Record (AOR), Sweet Sparkman Architects, to establish a building program which will allow the City of North Port to remain within the allocated project budget.

CMaR may be called upon to assist with and/or prepare exhibits as needed, and present to City Commission.

Background:

The City of North Port is a charter city located in Sarasota County, Florida, with a current population of approximately 93,414 in 2024 93,000. North Port has a City Commission form of government, with the City Manager reporting to a five-member City Commission. Commissioners are elected and the Mayor is selected by the Commission on a rotating basis.

The Warm Mineral Springs Park attracts more than 150,000 visitors annually who journey to soak in the mineral-laden, 85-degree water. Due to the extent of damages caused by Hurricane Ian, the former admissions building remains closed, the former spa building was closed in 2022 due to structural issues, and the Cyclorama building was closed near 2000. It is the current desire of the City of North Port Commission to historically renovate these facilities.

Currently, onsite staff is operating from a mobile office unit and a double-wide restroom facility is onsite to serve the public needs. Each are served by the existing water treatment plant and lift station. Each mobile unit is to remain onsite until such time that the new facilities are online and ready for occupancy –funding of these mobile units are not associated with the total project budget.

Project Description:

Contracted services for the Warm Mineral Springs Renovations project EOR, Kimley-Horn, and AOR, Sweet Sparkman, will be amended to assist in the programming of minimal space to serve staff and visitors, and the City of North Port wishes to engage the services of a qualified Construction Manager at Risk (CMAR) to collaborate in the process.

The CMaR will collaborate with the EOR and AOR as massing models and concept designs are developed.

Work will include but is not limited to the following:

- Collaboration with the design team throughout meetings with Parks and City staff to assist in the development of Space Programming and Site Master Planning.
- Assist in the efforts to set specific space needs and projected cost for both current and long-term projected operations.
- Assist in the development of requirements for site improvements, mechanical, electrical, plumbing, fire protection, audio/visual and fire alarms
- Incorporate sustainability and green building practices
- Assist in the evaluation of meeting, or exceeding, current building standards related to protection from hurricane, or other known hazards.
- Assist in estimating all improvements related to the drawing package(s), including identifying alternates.

Project Objective: Secure a qualifications-based contractor for this project.

Project Requirements:

The selected firm shall understand that time is of the essence for this project and shall endeavor to work with the design team so that the project remains on the schedule.

Warm Mineral Springs Park will remain open to the public during renovations. The existing temporary facilities are to remain onsite until such time the renovated facilities are prepared for occupancy, any improvements must be phased to allow for the continued functionality of the temporary facilities.

As part of the proposal, firms are required to submit statements of qualifications and specified experience in historic renovations, floodproofing, and/or park facilities/amenities which included utility work completed within the past 10 years, with emphasis on facility construction/renovations in Florida.

Consultant Services:

- a. Coordinate with the design team in reviewing the Space Needs Assessment and provide feedback on constructability.
- b. Assist in the development of design criteria for the Historic Renovations, Floodproofing, and Site Improvements related to the allocated budget.
- c. Assist in the development of the design for the facilities and site improvements. This includes the development of construction plans, technical specifications, or any other documentation as needed to complete construction of the project.
- d. Assist in the evaluation of the salvaging of historical elements from the existing facilities to determine the most efficient use of these materials in a cost effective way.
- e. Assist in the completion of all required permitting for the construction of the project. .
- f. Prepare budget cost estimates for construction at each phase of design.
- g. Assist in the preparation of exhibits and assist in presentations to City staff and City Commission, as needed.
- h. Assist in the periodic review and comment by City staff of the development of the design criteria and design plans.

Anticipated Tasks:

a. Consultant shall provide feedback to the design team regarding the detailed space program requirements. Consultant shall participate in the series of meetings with Public Works staff, Parks, other applicable city departments, and stakeholders within the City.

b. Needs Assessment

- i. Consultant shall be responsible for assisting in the development of massing models and concept designs that analyze vision, trends, and various forms that a future building may adopt for this specific site. Consultant shall provide estimates for construction for scenarios, as needed.
- ii. Consultant shall coordinate, as needed, with applicable permitting agencies having jurisdiction.
- iii. Consultant shall assist in the evaluation and cost models to support the security analysis which will include necessary measures for the development of both active and passive security systems inside and around the site, as applicable.
- iv. Consultant shall develop estimates for probable construction costs, based on the project's total proposed construction area(s), design quality level, and other relevant factors. Consultant shall assist in the preparation of possible development phasing plans that allow the City to strategize on its capital improvement program budgets.

c. PROPOSED PROJECT BUDGET AND SCHEDULE:

- i. Consultant shall prepare a detailed construction phase Project budget for each design deliverable.
- ii. Consultant shall provide preliminary and detailed scheduling analysis and periodic updates for the Project construction.
- iii. Consultant shall provide value engineering options for consideration throughout all phases of the project

The total project budget for the design, construction, site work, furniture, fixtures and equipment, and all fees is to-be-determined.

d. GENERAL SCOPE OF SERVICES: The scope of services shall include, but not be limited to the following:

- i. Phase I Pre-Construction Services – Design Review and Recommendations. All communications shall go through the single point of contact identified as the City Project Manager.
 - a. Become thoroughly familiar with the evolving plans and specifications and follow the development of design from schematic review through construction documents.
 - b. Complete budgetary reviews at each design phase
 - c. Make written recommendations regarding all construction aspects and cost reducing alternatives.
 - d. Assist architect and City Project Manager in alternative comparison verses long-term cost effects.
 - e. Work as a team with design consultants and City staff.
 - f. Bring to the attention of the City Project Manager and architect any known discrepancies in the design drawings and specifications.
 - g. Review and advise on life-cycle costs of proposed materials and equipment, as requested for major building systems.
 - h. Apply for the required building permits coordinating with the City Project Manager for making payment.
 - i. CMAR shall prepare Request for bids which will conform to the City's Procurement Policy.
 - j. Competitive Bids. All portions of the Project to be subcontracted shall be competitively bid. The CMAR shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated

to a special design for the Project. The CMAR shall receive at least three competitive bids per trade package unless approved otherwise in writing by the Project Manager. The City reserves the right to make final approval of potential bidders and final award. The CMAR shall be allowed to competitively bid on those trades they are capable of self-performing.

- k. Publicly bid the project, and negotiate a Guaranteed Maximum Price (GMP) with City staff. The CMAR shall be required to provide the City with a Truth in Negotiations Certifications as part of the GMP proposal.
- l. Assist in the creation of a risk registry with the project team.
- m. Included environmental mitigation in accordance with permitting requirements, as needed.
- n. BIM Clash with Navisworks, coordinated with all models, at each design deliverable – CM will work with files provided by the design team.

ii. Phase II Construction Services – During the construction phase, the Construction Manager shall become the single point of responsibility for performance of the construction contract for the project and shall function in the role of an independent General Contractor. That role will include:

- a. Manage the resultant subcontracts / purchase orders after awarding bid packages for labor and materials.
- b. The Contractor shall develop, update, and report progress on a Critical Path Method-based design schedule through 100% construction, including closed punch list items. Prepare the overall project schedule and providing periodic detailed updates.
- c. Establish and maintain quality control standards.
- d. Obtain the required building permits and complete required inspections closing all permits.
- e. Provide all building construction activities, including all building manufacturer coordination, site, Civil, and utility work.
- f. Provide quality control and quality assurance testing for construction.
- g. Coordinate and review all shop drawings and submittals prior to forwarding to the design team for review and approval.
- h. Coordinate all construction activities with any work performed on-site.
- i. Guaranteeing the construction cost, within the limits of the GMP.
- j. Conduct periodic construction progress meetings with design firm and City representatives.
- k. Daily oversight of the construction site when work is being performed and circumstances may require determining the progress and quality of the construction project.
- l. Conduct field inspections and provide monthly field/progress reports including contingency authorization logs and progress photos.
- m. Ensure all permits are passed and the facility can obtain a Certificate of Occupancy.
- n. Provide one (1) copy of close-out documentation one (1) copy in electronic format with subcontractor list with contact information, all submittals, operating manual, red-lined as-built drawings, Test and Balance Report, IT testing data, and any additional pertinent information. Maintain and finalize the City asset list and provide a copy of the permitted plans with marked changes.
- o. Complete asset management inventory documents provided by the City for uploading into program software.
- p. Coordinate and perform necessary warranty work for the period of one (1) year.

The Contractor shall present a comprehensive and integrated picture of the project team capabilities meeting all project objectives and completing a successful project. The proposal shall address, but not be limited to, the Contractor's experience, management plans, project organization, and budget and schedule performance. methodologies, strategies, and action plans rather than general description. Wherever possible, specific examples of past work shall be used to illustrate skills and capabilities in similar projects.

Information provided in Part I, General Instructions, Paragraph 1, Purpose, of this RFP, is included in this Part II, Scope of Service, by reference.

END OF PART II

PART III – EVALUATION METHOD AND CRITERIA OF PROPOSALS

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations **may not** be solicited.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification requests will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

AWARD CRITERIA: Award will be made according to State of Florida statute 287.055 also known as the Consultants Competitive Negotiation Act (CCNA). Firms are ranked according to the evaluation criteria which will include, but shall not be limited to, considerations listed under Part II- THROUGH IV. The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City’s decision will be final. The City will initiate negotiations with the top-ranked firm. If negotiations with the top-ranked firm are not successful negotiations will begin with number two and then three if necessary.

EVALUATION CRITERIA: Proposals will be reviewed by staff from the City of North Port and evaluated based on the format and content outlined in this proposal as follows:

- Remarks:** The assigned value is judged on a scale of **0 through 5**
0=Information/documentation provided is not adequate for evaluation
1=Poor, Unacceptable, Needs major help to be acceptable
2=Marginal, Weak, Workable but needs clarifications
3=Good, No major weaknesses, Fully Acceptable as is
4=Excellent, Very good, Solid in all respects
5=Outstanding, out-of-the-box, Innovative

EVALUATION CRITERIA	VALUE	ASSIGNED	WEIGHT	SCORE
VALUE	1-10			
<i>Qualification of Firm</i>	(0-5)	_____	x 2	=10 max
<i>Key Personnel</i>	(0-5)	_____	x 6	=30 max
<i>Project Understanding and Approach</i>	(0-5)	_____	x 5	=15 max
<i>Proficiency in Similar Projects</i>	(0-5)	_____	x 6	=30 Max
<i>Recent, Current, and Projected Workload</i>	(0-5)	_____	x2	10 max
 <i>Overall Impression of the Firm, Its Capabilities & References</i>	 (0-5)	 _____	 x 1	 =5 max

THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED TO THE TEAM:

MBE /WBE/VBE Certification	(0 or 3) _____	X1	=3 max
Certified Minority	Value of 3		
Non-certified or N/A	Value of 0		
<i>Minority, Women and Veteran Owned Business Ent have a point value either 0 or 3.</i>			<i>Total score =103 max</i>

SCORING:

1. The Selection Committee (Committee) will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
 - a. Each Committee member will score each Proposer 0 through 5 (5 being the highest score) on each criterion unless the score for the criteria score is processed with a calculated formula.
 - b. The score will be multiplied by the criteria weight. The total raw score obtainable is 100 and bonus points (applicable preference points) will be added to the total points scored.
 - c. Each total raw score will be converted to an ordinal score.
2. Ordinal Scores are determined as the order of preference based on the individual member’s raw scores.
 - a. The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
 - b. The individual ordinal score for each proposer by each committee member is added together for a total ordinal score.
3. The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.
4. The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:
 - a. Adjust their scoring based on committee discussion; or
 - b. Re-rank the proposers based on committee discussion; or
 - c. Determine a ranking by the consensus of the committee.
5. The Committee will hold a ‘closed’ meeting (via Microsoft Teams/telephone discussions) with each of the Proposers to further clarify the City’s requirements and the Proposer’s proposals prior to the public ranking meeting.

SELECTION – EVALUATIONS, RANKING AND TELEPHONE DISCUSSIONS: The Committee shall evaluate and rank the proposals submitted by all responsive firms. Telephone discussions will be held with all firms submitting prior to ranking. Discussions are **not** open to the public. See schedule below and ensure that a representative of your firm will be available via telephone when called by the Selection Committee. Each of the firms will be contacted via e-mail and informed of the time that the discussions will begin. The firms **may be** provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting firms in alphabetical order, with an anticipated time frame not to exceed 20 minutes with each firm being called consecutively.

As stated above, discussions will be held via telephone utilizing the telephone number listed on the signature page of the submittal form. It is each firm’s responsibility to have the appropriate personnel at that telephone site to respond to the questions and/or for clarification. Once the telephone discussions (are **not** “Open” to the public) are completed, the Selection Committee will commence the discussions, evaluations, and ranking portion of the meeting (which **is** “Open” to the public).

The firm ranked number one by the Committee will be the firm recommended for contract negotiations. In accordance with §287.055, Purchasing on behalf of the Committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Selection Committee deems to be in the best interest of the City. Purchasing shall request the City Manager to authorize staff to negotiate a contract with the number one (top) ranked consultant. Following the negotiations, a final contract will be presented for City Commission approval.

If presentations are not requested: Contract negotiations will then commence with the top-ranked firm pending City Manager approval. The department will prepare the agenda item for the next available City Commissioner meeting and request the City Commission approve the contract and authorize the City Manager to execute the contract with the top-ranked, responsive and responsible firm.

If presentations are requested - Formal Oral Presentations: Purchasing will establish the schedule and proposers will be notified within a reasonable time period (date provided below), in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. Oral presentations will **NOT** be open to the public.

The City will allot equal time for each proposer. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximum and no firm will be penalized for using less than the allotted time.

Final Ranking (if presentations are requested) and Recommendation for Award: Upon completion of the oral presentations, the Committee will rank the top three proposers on their oral presentations to determine the top ranked proposer considered to be the most capable of performing the required project in the best interest of the City. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract and authorize the City Manager to execute the contract with the top-ranked, responsive, and responsible firm.

Upon completion of the telephone discussions or oral presentations, the Committee will rank the proposals to determine the top-ranked proposer. Committee recommendation will be submitted to the City Manager for approval to commence negotiations with the top-ranked firm.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

PROPOSED SCHEDULE

The anticipated time schedule as related to this solicitation is as follows:

<u>EVENT SCHEDULE</u>	<u>DATE/TIME (EST)</u>
1. Issuance of Proposal	_____
2. Pre-Proposal Meeting	NONE
3. Deadline to Submit Questions/Inquiries	_____
4. Submittal Due Date	_____
5. Telephone Discussions (Closed to Public) <i>Meeting will be held via Microsoft Teams Further Instructions will be provided.</i>	_____
6. Evaluation and Ranking Committee Meeting (Open to Public) <i>City Hall, Room 244</i>	_____
7. Negotiations Team Meeting or Presentations if required. (Closed to Public)	TBD
8. CONTRACT TO COMMISSION	TBD

END OF PART III

PART IV
RULES, INSTRUCTIONS AND FORMS FOR PREPARING PROPOSALS & REQUIRED SUBMITTAL FORMS

1. RULES FOR PROPOSALS

A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. Any questions regarding a project or submittal shall be **directed to Purchasing**. There shall not be any contact between a Proposer and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Proposer. Any Proposer contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.

C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms shall result in the Proposer's submittal being deemed "Non-Responsive."

D. The Proposal will either be typed or completed legibly (handwritten) in blue ink. The Proposer's authorized agent will sign the Proposal Forms in blue ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.

E. Proposer Registration with DemandStar is **not** required. The City utilizes www.DemandStar.com for their vendor database system: planholder list, and notification availability (ie. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Proposer to complete a registration application with DemandStar to be recommended for the award of any Agreement. DemandStar is the City's method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Proposer. Proposers may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling 800. 711.1712. **Note: If you are already registered with DemandStar for the City of North Port, you do NOT need to register again.**

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the city web site at www.cityofnorthport.com. Proposal documents are also posted on the City FTP site at <https://www.cityofnorthport.com/files> (**select the Purchasing Folder and scroll to Project RFP 2022-36**); however, addendums are only posted on www.demandstar.com.

PROPOSAL FORMAT/REQUIREMENTS

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

TITLE PAGE: Title Page shall show the request for proposal's subject, title and proposal number; the firm's legal name; points of contact information (name, telephone, cell, fax number and E-mail address).

TABLE OF CONTENTS: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page. **(Maximum 1 single-sided page)**

TAB 1 - TRANSMITTAL LETTER: Provide a Letter on Interest indicating the project for which the firm is applying, and your firm's commitment to the project. The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the firm to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP. **(Maximum 1 single-sided page)**

TAB 2 – DOCUMENTS

Licenses and Certifications – Provide copies of required licenses and certifications.

Resumes – Provide resumes of Key Personnel demonstrating the minimum and preferred qualifications.

Project Approach – Provide a detailed Project Approach, including, but not limited to:

- Project management techniques, controls, program and technologies to be employed to meet project schedule and budget requirements.
- Assignment of personnel to provide the most efficient service.
- Where elements of the work will be performed, and who in the organizational chart will oversee performance of the work to provide the most efficient services.
- Detailed information explaining how location of the firm, key personnel and sub-contractors will affect the project, including how impact of any physical distance will be mitigated through the use of technology, processes or other means.
- Organizational chart delineating personnel assigned to the project (including sub-contractors, if applicable.)
- Organizational chart showing the corporate management structure of the Proposer.

Schedule / Timeline – Provide a graphical representation of the proposed schedule / timeline indicating major milestones and deliverables.

Additional Information: Any other pertinent information the proposer chooses to provide.

TAB 3 – TEAM'S PREVIOUS EXPERIENCE / PROFICIENCY IN SIMILAR PROJECTS: Include a page for EACH project used to represent your firms' experience in similar projects. Include each representative project your firm has completed in the past 10 years but do not exceed 5 examples. Include information which indicates the involvement of those key personnel that may be assigned to this project.

Example Projects – Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one page for each of the five (5) required projects. Include the following information for each project:

Example Project Key Number. Start with "1" for the first project and number consecutively.

Title and Location. Title and location of project

Year Completed. Enter the year construction completed. If any of the construction projects are not complete, indicate the status in Brief Description of Project.

Project Owner. Project owner or user, such as a government agency, an institution, a corporation or private individual.

Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the construction services, who is very familiar with the project and the firm's (or firms') performance.

Point of Contract Telephone Number. Self-explanatory.

Brief Description of Project and Relevance to This Project. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this project.

TAB 4 – REFERENCES: Include at least two (2) References and no more than five (5) References within the last 10 years of projects with similar scope as listed in this RFP. The Project Manager and the key project members in the proposed project team must show relevant experience in five (5) referenced similar projects.

Information should include:

- Client Name, address, contact person, title, telephone and FAX numbers and E-mail addresses.
- Description of work.
- Involvement in project.
- Year the project was completed.
- Total cost of the project (include separate design cost and separate construction cost).

Attachment D: REFERENCE AND PERFORMANCE QUESTIONNAIRE VERIFICATION FORM_with proposal Submittal. E-mail the form to references and include completed forms with proposal submission.

TAB 5 – LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The proposer shall provide details on the scale and amount of liability insurance held.

TAB 6 - RECENT, CURRENT AND PROJECTED WORKLOAD – (No page limit)

- i. The firm must identify **ALL** projects for the proposed working location, for which they were the lead consultant, and shall include: 1) **ALL** recently completed projects within the LAST TWELVE MONTHS (12); 2) **ALL** Current projects; and 3) Projected workload schedule. The information shall include: 1) Owner; 2) Project Name and brief description; 3) Project Start/Completion dates. This information shall be provided in a tableformat.
- ii. Bidder must provide a personnel availability chart for **Team Members** comparing estimated time of availability for the City's project.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

REQUIREMENTS AND METHOD OF SUBMITTAL

TAB 6 – CITY REQUIRED FORMS: CITY REQUIRED FORMS – This checklist is provided to assist each Proposer in the preparation of their response. Included in this checklist are important requirements, which are the responsibility of each Proposer to submit in order to make their response fully compliant. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

REQUIRED SUBMITTAL FORMS: Provide fully executed forms.

- ATTACHMENT A:** Proposal Submittal Signature Form
- ATTACHMENT B:** Statement of Organization
- ATTACHMENT C:** Reference/Client Listing Form
- ATTACHMENT D:** Reference Form
- ATTACHMENT E:** Disclosure Form (Consultant/Engineer/Architect)
- ATTACHMENT F (ATTACHMENT 5 ON CONTRACT):** Lobbying Certification
- ATTACHMENT G (ATTACHMENT 6 ON CONTRACT):** Non-Collusive Affidavit
- ATTACHMENT H (ATTACHMENT 7 ON CONTRACT):** Conflict of Interest Form
- ATTACHMENT I (ATTACHMENT 8 ON CONTRACT):** Public Entity Crime Information
- ATTACHMENT J (ATTACHMENT 9 ON CONTRACT):** Drug-Free Workplace
- ATTACHMENT K (ATTACHMENT 11 ON CONTRACT):** Scrutinized Company Certificate
- ATTACHMENT L (ATTACHMENT 12 ON CONTRACT):** E-Verify System
- ADDITIONAL ATTACHMENT:** Human Trafficking Affidavit
- ADDITIONAL ATTACHMENT:** Foreign Entity of Concern Laws Affidavit

***Note: See City Insurance Requirements (see levels of coverage) and Indemnification in the Contract**

SAMPLE INSURANCE CERTIFICATE: Demonstrate your firm’s ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

MBE/WBE/VBE: If claiming either Minority Business Enterprise/Women Business Enterprises/Veteran Business Enterprise, the Prime Firm (not sub-consultant) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes (pick one):

1. **YES, CLAIMING STATUS AS PRIME ONLY (MBE/WBE/VBE)**

___YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS FROM STATE OF FLORIDA AS OUTLINED SECTION 1.

2. ___NOT CLAIMING MBE/WBE /VBE

PLEASE INITIAL AND RETURN WITH YOUR PROPOSAL. _____

INITIALS

THIS PAGE MUST BE COMPLETED AND SUBMITTED

A. METHOD OF SUBMITTAL:

1. **NUMBER OF SUBMITTAL PACKAGES:** One (1) original hard-copy **UNBOUND** (marked "**ORIGINAL**") and signed in blue ink. **NUMBER OF COPIES:** three (3) hard copies **BOUND** (marked "**COPY**").
(1 original + 5 copies = 6 total submittals).
2. **NUMBER OF PAGES:** The proposal **shall not exceed (19) pages (one-sided)** in length. **LETTER SIZE:** 8.5"x11"
/FONT SIZE: Calibri 11, PDF FORMAT.
3. **USB FLASH DRIVE:** One (1) electronic version in Portable Document Format (PDF) **on a USB Drive** containing the entire submittal. **CDs will not be accepted.**

(The Title Page, City Required Forms, resumes and tabs do not count towards the TOTAL NUMBER OF PAGES).

1.1 When compiling a response, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; **do not use three ring binders of any kind**; and sections should be compiled in the sequence list above.

1.2 Place proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time.

4. **SUBMIT TO:**

City of North Port
Finance Department - Purchasing Division
Geoff Thomas
4970 City Hall, 3 RD Floor, Suite 337
North Port, Florida 34286

RFP NO. 2025-09-XX WARM MINERAL SPRINGS Historic Renovation, Floodproofing and Site Improvements (CM) AT RISK"

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

**ATTACHMENT A:
PROPOSAL SUBMITTAL SIGNATURE FORM**

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per Agreement, if the firm is awarded the Agreement by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

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

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

Signature

Date

ATTACHMENT B:

**STATEMENT OF ORGANIZATION
(Information Sheet for Transactions and Conveyances Corporation Identification)**

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.

Name of Respondent: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

_____ **Phone:**

_____ **Fax:** _____

E-Mail _____

Federal Identification Number: _____

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

IsthisaFloridaCorporation: (Please Check One)
 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" No

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or

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

Does it use a registered fictitious name: Yes or No

Specify Name: _____

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

City, State Zip:
City,

Print Name and Title of person authorized to bind the company (provide list):

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**ATTACHMENT C
REFERENCES/CLIENT LISTING**

Include at least two (2) References and no more than five (5) References within the last 10 years of projects with similar scope as listed in this RFP.

The Project Manager and the key project members in the proposed project team must show relevant experience in five (5) referenced similar projects.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ E-mail _____

Address _____ Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____ Type

of Services Provided _____

Cost of Project: Design _____ Construction: _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ E-mail _____

Address _____ Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____ Type

of Services Provided _____

Cost of Project: Design _____ Construction: _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ E-mail _____

Address _____ Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____ Type

of Services Provided _____

Cost of Project: Design _____ Construction: _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ E-mail _____

Address _____ Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____ Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ E-mail _____

Address _____ Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____ Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

COMPANY NAME: _____

SIGNATURE: _____

ATTACHMENT D
REFERENCE AND PERFORMANCE QUESTIONNAIRE VERIFICATION FORM

RFP 2025-09XX WARM MINERAL SPRINGS HISTORIC RENOVATION, FLOODPROOFING, AND SITE IMPROVEMENTS – CONSTRUCTION MANAGER (CM) AT RISK”.

1. Contractor Information (Proposer information) FIRM

NAME: _____
ADDRESS: _____
Telephone number#: _____
E-mail: _____
Point of Contact _____ Contact Phone Number _____

2. Worked Performed as _____ **Prime** _____ **Sub Contractor** _____ **Joint Venture** _____ **Other (Explain)** _____

Percent of project work performed _____ **%**
If Subcontractor, who was the prime (Name/Phone #) _____

3. CONTACT INFORMATION

Contract Number: _____

Contract Type: _____ **Firm Fixed Price** _____ **Cost Reimbursement** _____ **Other (please specify):** _____

Contract Title: _____

Contract Location: _____

Award Date (mm/dd/yy) _____

Actual Completion Date: _____

Original Contract Price (Award Amount): _____

Final Contract Price (to include all modifications, if applicable): _____

Explain the Difference: _____

4. PROJECT DESCRIPTION: Complexity of Work **_ HIGH** **_ MED _** **_ ROUTINE**
How is this project relevant to project submission?

5. CLIENT INFORMATION
Name: _____ **Title:** _____
Name of Entity: _____

Phone Number: _____ E-Mail: _____

PERFORMANCE EVALUATION

**(CHECK)
"YES" OR "NO"**

- 1. Was the scope of work performed similar in nature? YES OR NO

- 2. Did this company have the proper resources and personnel by which to get the job done?
If no, please describe: _____ YES OR NO

- 3. Were any problems encountered with the company's work performance?
If yes, please describe: _____ YES OR NO

- 4. How long did the company/individual work for you? Years: _____ Months: _____

- 5. On a scale of 1 to 10, 10 being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest) _____

- 6. If the opportunity were to present itself, would you rehire this company?
If no, please state why: _____ YES OR NO

(mm/dd/yy)

- 7. Date Questionnaire completed _____

- 8. Please provide any additional comments pertinent to this company and the work performed for you (you may use additional pages): _____

Signature

Date this was completed: _____

NOTE: REQUESTS THAT THE CLIENT COMPLETES THIS FORM AND SUBMITS DIRECTLY BACK TO THE PROPOSER. THE PROPOSER WILL SUBMIT THE COMPLETED FORM WITH THEIR PROPOSAL. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT THE FORM DIRECTLY TO THE PROPOSER. HOWEVER, MAY BE DIRECTLY SUBMITTED TO: PURCHASING@NORTHPORTFL.GOV REFERENCING THE RFP #: 2025-09.

THE CITY RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

**ATTACHMENT E
DISCLOSURE FORM
FOR
CONSULTANT/ENGINEER/ARCHITECT**

Please select (only) one of the following three options:

Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here: _____.

Our firm proposes to mitigate the potential or perceived conflict according to the following plan: _____.

Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here: _____.

***What does "financial interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm's findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does "other interest" mean?**

If your firm, or employee of your firm working on the project (or a member of the employee's household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm's findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

COMPANY NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment F

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

Attachment G
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 ____ 2024, by _____.

Notary Public

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

Attachment H
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

Attachment I

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 ____ 2024, by _____.

Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____
Type of Identification Produced

Attachment J
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

Attachment K

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

Attachment L

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:

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

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, if purchasing real property, with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. 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]

Anti-Human Trafficking Affidavit

Instructions: This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the City of North Port.

The undersigned, on behalf of _____ (“Entity”), verifies the following:

A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the City of North Port (“City”) from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:

· “Coercion” means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

· “Labor” means work of economic or financial value.

· “Services” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).

C. I understand that this affidavit applies to any City contract executed, renewed, or extended for the duration of the contract; and the Entity must execute and submit this affidavit at least annually in the vendor registration and renewal process.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: Date: _____

Printed Name: Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ of _____, the Entity, and is personally known to me or produced identification. Type of Identification produced _____.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City of North Port requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

Name of Consultant	Date
---------------------------	-------------

By: _____

END OF PART IV

Part V
Attachment 3
FEMA PROVISIONS

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

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

(b) *Prohibitions.*

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

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

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

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

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

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

(c) *Exceptions.*

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

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

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

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

(i) Covered telecommunications equipment or services that:

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

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

(d) Reporting requirement.

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

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

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

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

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

Section 2: Domestic Preference for Procurements

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

For purposes of this clause:

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

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

Section 3: Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5: Copeland Anti-Kickback Act

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

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

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

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

Section 6: Contract Work Hours and Safety Standards Act

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

(b) Where this section applies:

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

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

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

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

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

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

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

Section 7: Clean Air and Water

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

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

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

Section 8: Suspension and Debarment

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

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

Section 9: Byrd Anti-Lobbying Amendment

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

Section 10: Procurement of Recovered Materials

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

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

meeting contract performance requirements; or

at a reasonable price.

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

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

Section 11: Access to Records

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

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

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

Section 12: DHS Seal, Logo, and Flags

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

Section 13: Compliance with Federal Law

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

Section 14: No Obligation of Federal Government

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

Section 15: False Claims

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

Section 16: Affirmative Socioeconomic Steps

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

Section 17: Copyright and Data Rights

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

Section 18: Patent Rights

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

PART VI

CONSTRUCTION MANAGER AT RISK CONTRACT NO. _____
PRECONSTRUCTION SERVICES CONTRACT, PHASE I (SUBJECT TO CHANGE)

This Contract No. _____ [insert contract number] (“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”, “limited liability company”], registered to do business in the State of Florida, whose principal place of business is _____ [insert address] (“CMAR”).

WITNESSETH

WHEREAS, the City intends to undertake a project that requires construction manager at risk services; and

WHEREAS, the City issued a request for proposal for construction manager at risk services continuing contract via RFP No. ____ [insert number] (“RFP”); and

WHEREAS, the City evaluated and ranked the proposals received in accordance with applicable federal, state, and local laws, regulations, and policies, and found the CMAR qualified to perform the necessary services; and

WHEREAS, the City may divide the CMAR services into two phases: (1) CMAR for preconstruction services, and (2) CMAR for construction services as provided in this Contract; and

WHEREAS, the preconstruction services generally include design support, coordination, project scheduling, design and equipment evaluation and recommendations, project scheduling and costs, and the guaranteed maximum price process; and

WHEREAS, the construction services generally include managing, subcontracting, and completing the construction within a certain time and at a certain cost; and

WHEREAS, the CMAR has reviewed the services to be provided under this Contract and is qualified, willing, and able to provide and perform all such services in accordance with the terms of this Contract; and

WHEREAS, this Contract authorizes the preconstruction phase; and

WHEREAS, subsequent phases, if authorized, must encompass all services contemplated by the RFP, and must be authorized solely by written amendment to this Contract.

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:

I. DEFINITIONS

The following terms have the ascribed meanings, as used in this Contract and the RFP.

- A. Administrative Agent. The City staff representative for this Contract.

- B. Allowance. A particular line item or unit cost budget for items not finalized at the time of the City's acceptance of the Guaranteed Maximum Price.
- C. City Contingency. A specific amount of money that the City designates for a construction project and sets aside in case any unforeseen or extra costs arise during the construction process.
- D. Change Order/Amendment. A written modification to this Contract approved and signed by the parties.
- E. Construction Documents. Final working drawings and specifications required for a project.
- F. Contract Documents. The RFP and all exhibits, attachments, schedules, addenda, instructions, forms, technical specifications, Work Assignment, Construction Documents, general provisions, special provisions, Field Change, CMAR response, other documents attached to the request for proposal and this Contract (collectively, the "RFP").
- G. Design Consultant. The design professional services contractor selected by the City for each project Work Assignment who is responsible for the design services as described in this Contract and the separate professional services contract.
- H. Effective Date. The date the last of the parties approves or executes this Contract.
- I. Field Change. A minor modification to this Contract, not involving an increase to the GMP.
- J. Final Completion. The point when the CMAR has completed all Work related to a project and the City has accepted the Work.
- K. Guaranteed Maximum Price ("GMP"). The sum of the CMAR's cost of Work and the CMAR's fees for the performance and completion of all services for the construction phase of a project, if any, including but not limited to the completion of the Work in accordance with the Construction Documents.
- L. Preconstruction Phase Fee. The sum to be paid for providing all preconstruction services, as set forth in this Contract and as contemplated in the RFP.
- M. Project. Each Work Assignment will define its specific scope of services and include a project title.
- N. Project Schedule. The project timeline that the CMAR prepared as approved and amended by the Administrative Agent for accomplishing a project, including the Preconstruction Schedule and subsequent schedules for any amendment.
- O. Project Team. The Administrative Agent, the Design Consultant as specified in the Work Assignment, and the CMAR.
- P. Schedule of Values. A list of every work item on a project, along with each item's value or cost. This comprehensive work list represents the entire construction project and the entire contract price.

- Q. Substantial Completion. The point when a project or designated portion thereof is sufficiently complete in accordance with the Construction Documents to enable the City to fully occupy and utilize each project for its intended use and all certificates of occupancy or permit close outs have been issued.
- R. Trade Contractor. All construction-related contractors having a direct contract with the CMAR for the performance of work.
- S. Work. All authorized and approved work; materials; supplies; tools; fixtures; labor; services; equipment; construction management services, contract administration services relating to the design and any CMAR recommendations; project development; preconstruction and construction services for a project to be performed and provided by the CMAR (and its agents, employees, Trade Contractors, and subcontractors) pursuant to the RFP, this Contract, as amended, Work Assignments and Construction Documents.
- T. Work Assignment. Each amendment to this Contract for the GMP, including the Work Assignment, the specific scope of services, Project Schedule and other documents attached to the Work Assignment for this Contract, as amended.

II. CONSTRUCTION MANAGER AT RISK SERVICES

- A. The CMAR agrees to diligently perform the required services as described in the Scope of Services attached as Exhibit A (“Scope of Services”).
- B. Unless otherwise advised in writing, the CMAR must deliver to the City within 10 days after receipt of the Notice to Proceed a detailed Preconstruction Schedule with specific calendar dates in conformity with the Preconstruction Schedule. This Preconstruction Schedule must also include the specific calendar dates for the delivery or completion of all documents, reports, and other data required.
- C. This Contract begins on the Effective Date and terminates upon the completion of the Scope of Services as scheduled in the Preconstruction Schedule attached as Exhibit B (“Preconstruction Schedule”), or as otherwise provided in this Contract. This Contract may be amended by mutual written agreement of the parties.
- D. This Contract may be extended due to unforeseen circumstances or unknown site conditions that alter the scope of services only as agreed to in writing by both parties and incorporated into this Contract as a Field Change or Change Order/Amendment.

III. COMPENSATION

- A. The City will pay the CMAR for: (1) The preconstruction services rendered hereunder and completed in accordance with the terms and conditions of this Contract; and (2) The Work Assignment; as (3) The total contract amount for performing the tasks for each specific Scope of Services in a Work Assignment that must be based on the Fee Schedule attached as Exhibit C (“Fee Schedule”). The Work Assignment as detailed in the form attached as Exhibit D (“Work Assignment”) will be

subsequently incorporated in this Contract by the Administrative Agent for each project. The total contract amount includes all costs necessary to provide all services outlined in this Contract and each Work Assignment.

- B. The CMAR certifies, represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Contract, as amended, are accurate, complete, and current at the time of contracting. The original contract amount and any adjustments to this Contract will be adjusted to exclude any significant sums by which the City determines that the price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CMAR's execution of this Contract and any subsequent Change Orders/Amendments, and Work Assignments, is its truth-in-negotiation certification to and acknowledgement of the above, as required by Florida Statutes Section 287.055(5)(a).
- C. If the Administrative Agent requires the CMAR to perform additional services related to this Contract, then the CMAR is entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate the additional work. Any additional compensation requires a contract amendment, and the City must not pay any additional compensation before the Contract is amended, except for continuing contracts consistent with the Purchasing Procedures Manual. If additional services are required because of the CMAR's error, omission, or negligence, the CMAR is not entitled to additional compensation for those additional services.

IV. METHOD OF PAYMENT

- A. The CMAR must submit a monthly application for payment to the City for all Work completed during the corresponding month. For Work that was partially completed, progress payments must be invoiced in proportion to the percentage of Work completed on those specific service activities as approved in writing by the Administrative Agent. The CMAR must use a form mutually agreed upon by the CMAR and the Administrative Agent for all payment requests, along with an updated work schedule reflecting the progress of all Work Assignments.
- B. 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 CMAR's payment request must include any changes approved in previous payment requests.
- C. Upon receiving the CMAR's invoice, the Administrative Agent will review the invoice to certify that the services have been rendered in conformity with this Contract. The Administrative Agent and the City's Finance Department must process and issue the CMAR's payment in accordance with the Local Government Prompt Payment Act, Florida Statutes Section 218.70, *et seq.*
- D. Retainage during the construction phase must comply with the minimum requirements of Florida Statutes.
- E. The CMAR's submittal for final payment must include the CMAR's and its contractor's Release of Lien documentation and payment of all subcontractors, materialmen, and suppliers on forms approved by the City. The City's or its authorized agent's approval is required before making final payment for any work, materials, or services furnished under this Contract.

V. LIABILITY

- A. The City will not provide any services to the CMAR in connection with any claim brought on behalf of or against the CMAR.
- B. If the CMAR is comprised of more than one legal entity, each entity is jointly and severally liable hereunder.

VI. CMAR REPRESENTATIONS, WARRANTIES, AND RESPONSIBILITIES

- A. The CMAR accepts the relationship of trust and confidence established between the parties in this Contract and covenants that the CMAR is acting in a fiduciary capacity to protect the City's interests. The CMAR covenants to furnish its best skill and judgement and to cooperate with the City and the Design Consultant for the duration of each project in accordance with this Contract in an expedient and efficient manner.
- B. The CMAR is responsible for the professional quality, technical accuracy, thoroughness, and the coordination of all determinations, reports, other documents, and data used or produced by or at the behest of the CMAR under this Contract. The CMAR must, without additional compensation, correct or revise all errors, omissions, or deficiencies in its reports and other documents and data.
- C. The CMAR warrants that it has not employed or retained any company or person to solicit or secure this Contract and that it has not paid or agreed to pay any person, independent contractor, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. The CMAR covenants and agrees that the CMAR, its employees, and its contractors are bound by the *Code of Ethics for Public Officers and Employees* in Florida Statutes Chapter 112, Part III. The CMAR agrees to incorporate the provisions of this subsection in any subcontract into which it might enter in furtherance of the Work performed pursuant to this Contract.
- E. The City reserves the right to suspend, debar, or terminate the CMAR as otherwise provided in this Contract.
- F. The CMAR must comply with all federal, state, and local laws, regulations, and policies applicable to the Work or payment for the Work performed in furtherance of this Contract.
- G. The CMAR must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract. The CMAR must make these documents available to the City within ten (10) calendar days after written request for inspection, auditing, and copying during normal business hours. The CMAR must retain these records for a minimum of ten (10) City fiscal years (from October 1 to September 30) after Final Completion of each project.
- H. The CMAR must notify the Administrative Agent at least three (3) days in advance of any meeting between the CMAR and any City Commissioner, regulatory agency, or private citizen related to this Contract.

- I. When all Work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the CMAR must furnish the City with the CMAR's and its contractor's Affidavit of Payment in a form acceptable to the City. Signed Affidavits of Payment are required from all subcontractors hired by the CMAR, 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.
- J. All contracts between the CMAR and any subcontractor that the CMAR hires must conform to the provisions of this Contract and the Contract Documents. The CMAR must incorporate the requirements of this Contract in the subcontracts. The CMAR 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. Any change in subcontractors or suppliers must include the written consent and approval of the City.
- K. The CMAR 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.
- L. Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The CMAR 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 CMAR must notify the City without delay upon discovery.
- M. During the term of this Contract, the CMAR 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 CMAR must maintain a copy of the affidavit for the duration of the Contract. The CMAR must require all subcontractors to comply with Florida Statutes Section 448.095 for registration, to use of the E-Verify system operated by the United States Department of Homeland Security, and to provide the required affidavit.
- N. The CMAR must comply with all other requirements, as amended from time to time, relating to the Federal Emergency Management Agency and any other grant or funding agency.

VII. DESIGN REVIEW SERVICES

- A. The CMAR must complete each project in accordance with the established Preconstruction Schedule and must make recommendations to the Administrative Agent and the Design Consultant regarding the drawings and specifications to facilitate the construction of the Work. If the Administrative Agent agrees with the recommendations, then the CMAR must work with the Design Consultant to change the plans and specification and to obtain the Administrative Agent's approval in writing.

- B. The CMAR must be thoroughly familiar with each project. Where appropriate and as requested, the CMAR must make written recommendations with respect to each project, foundations, selection of systems and materials and cost reducing alternatives, and must assist the Design Consultant and the Administrative Agent in evaluating alternatives and their long-term cost effects.
- C. The CMAR must call to the attention of the Administrative Agent and Design Consultant any known or perceived defects or omissions in the design, drawings, and specifications or other documents as the CMAR has reasonable belief to exist, as soon as practicable. The CMAR must report without delay all identified design errors or omissions; but the parties recognize that the CMAR's review is made in the CMAR's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CMAR concerning design alternatives are subject to the City's review and written approval.
- D. The CMAR must review the Construction Documents and make recommendations in writing to the Administrative Agent with respect to dividing the Work in a manner that allows the CMAR to take bids and award separate construction Trade Contracts. The divisions must be acceptable to the Administrative Agent, taking into consideration factors including but not limited to, natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, availability of qualified and minority contractor participation, and other factors pertinent to saving time and cost.
- E. The CMAR must assess conditions in the construction market to identify factors that will or may affect costs and time for completing each project. The CMAR must conduct reviews as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or surpluses of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction and other matters that will promote cost savings and completion within the Project Schedule.

VIII. BASIS OF GUARANTEED MAXIMUM PRICE

- A. The CMAR must submit to the City a proposed GMP as described in the Scope of Services and consistent with the Work Assignment. The CMAR must submit the proposed GMP in accordance with the Preconstruction Schedule.
- B. The CMAR acknowledges and agrees that the GMP proposal must include:
 - (1) The Scope of Services under the RFP, Work Assignment, this Contract, the Construction Documents, and any other material documents that were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operations, the CMAR must provide and install the item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies, or omissions of which the CMAR has knowledge, or that are reasonably inferable from the Construction Documents, the CMAR will not be entitled to a Project Schedule extension or a GMP adjustment for the items and the CMAR must correct, and complete the items;

- (2) A list of all allowances and the statement of their basis;
 - (3) A list of all material clarifications and assumptions made in preparing the GMP as necessary to supplement the information contained in the drawings and specifications. The list must not include restatements of any existing provisions of this Contract;
 - (4) A statement of the estimated costs (organized by trade categories), allowances, contingency, and other items, including a list of all fees or other costs that comprise the GMP;
 - (5) The date of Substantial Completion upon which the proposed GMP is based; and
 - (6) A schedule of issuance dates for the Construction Documents upon which the proposed GMP is based.
- C. The CMAR acknowledges that the GMP includes an amount designated as the City Contingency. The CMAR is only eligible to receive the City Contingency if the City approves a Change Order/Amendment to this Contract or as otherwise provided in this Contract. Any Change Order/Amendment must specify the portion of the City Contingency being made available and the purpose.
- D. The GMP must be inclusive of the arrangement and supply of all job-site facilities, including workstations equipped with telephones, desks, and computers or other electronic equipment that are reasonably necessary for the Project Team to perform the management, inspection, and supervision of the project's construction.
- E. The CMAR acknowledges that the Design Consultant may modify the Construction Documents from time to time, and if the City presents the CMAR with modified Construction Documents, the CMAR must complete each project as modified.
- F. The GMP proposal is subject to the City's acceptance, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City must prepare a contract amendment, incorporating the GMP along with any other provisions the City deems necessary for the performance of the construction phase of each project. In the event the City does not accept the GMP proposal, the Administrative Agent will inform the CMAR in writing; this notice constitutes an immediate termination of this Contract or the Work Assignment, or both, and neither party will have any obligation to the other regarding the Construction Phase of each project.

IX. OWNERSHIP AND USE OF WORK PRODUCT

- A. It is understood and agreed that the CMAR must deliver to the City the CMAR's work product, including reports and other documents and data developed in connection with its services; this work product will become the City's property upon receipt. The CMAR hereby assigns all its copyright and other proprietary interests in the work product to the City.

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

X. CMAR PERFORMANCE

- A. The performance and completion of the required services is vitally important to the City's interests. The CMAR must assign a project manager and other personnel necessary to assure faithful prosecution and timely delivery of services for this Contract. The CMAR's key personnel assigned to perform the services of each Work Assignment must include the same pool of personnel as identified in the RFP response. The CMAR must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform assigned tasks. Any change or substitution to the CMAR's key personnel must receive the Administrative Agent's written approval before becoming effective.
- B. The CMAR's services must commence upon the CMAR's receipt of the Administrative Agent's written Notice to Proceed. The time limits in Preconstruction Schedule begin on the CMAR's date of receipt of the Notice to Proceed but are subject to adjustment depending upon the design schedule in the Design Consultant's Contract.
- C. Time is of the essence in the performance of this Contract. The CMAR agrees that all work performed in furtherance of this Contract must be completed within the time limits in the Project Schedule, subject only to delays caused by force majeure or other reasons authorized in this Contract.
- D. The CMAR agrees to provide the Administrative Agent monthly written progress reports concerning each project's status. Written progress reports must accompany each monthly invoice. The Administrative Agent may determine the format for this progress report. Upon the City's request, the CMAR must advise the City in writing regarding the status of the CMAR's Work.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports, or other documents submitted by the CMAR and that delay the Project Schedule completion date, the Administrative Agent will not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the delay.

- F. In the event the Preconstruction Schedule completion date is delayed beyond the date stated in the Preconstruction Schedule, the CMAR must continue its efforts in full force and effect until the earlier of (1) written direction by the Administrative Agent; or (2) 12 additional months have elapsed after the Preconstruction Schedule completion date.
- G. If the City delays or suspends a project for a period exceeding six months, the City and the CMAR may negotiate a contract amendment for the fair and equitable compensation for the CMAR's continued services related to the delayed or suspended project.

XI. CITY OBLIGATIONS

- A. The Administrative Agent is designated to serve as the City's project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract for the City. The responsibilities of the Administrative Agent include but are not limited:
 - (1) Examining all reports, sketches, drawings, estimates, proposals, and other documents the CMAR presents, and render any required written decisions within a reasonable time;
 - (2) Transmitting instructions; receiving information; and interpreting and defining City policies and decisions with respect to design, materials, and other matters pertinent to the Work;
 - (3) Reviewing for approval or rejection all the CMAR's documents and payment requests; and
 - (4) Determining when and if it may be in the City's best interests to shift funding among tasks identified in the Scope of Services, providing that the not-to-exceed amount of this Contract is not exceeded. Any determination must be memorialized in a Field Change.
- B. Upon request, the City will furnish the CMAR with all data, plans, studies, and other information in the City's possession that may be useful in connection with the Work, all of which remain the City's property and must be returned to the Administrative Agent upon completion of the CMAR's services.
- C. The Administrative Agent will conduct periodic reviews of the CMAR's work. The Administrative Agent is responsible for the availability of other City personnel where required and necessary to the CMAR's completion of each project. The City, in its sole discretion, will determine the availability and necessity of City personnel to assist the CMAR.

XII. TERMINATION

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

- (2) Except as otherwise directed in the notice, the CMAR must: (i) cease all work on the date of receipt of the notice of termination or other date specified in the notice; (ii) place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the Work not terminated; (iii) terminate all vendors and subcontracts; and (iv) settle all outstanding liabilities and claims.
 - (3) The CMAR must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the CMAR in connection with its services.
 - (4) The City will pay the CMAR for the portion of the terminated Work completed prior to delivery of the notice of termination. The City has no obligation under any circumstance to make any payment to the CMAR for terminated Work that has not been performed or that is performed after delivery of the notice of termination.
- B. Non-Appropriation. The parties acknowledge and agree that the City's financial obligations in this Contract, or any subsequent contract or Amendment entered 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 the City Commission appropriates funds annually on a fiscal year basis, the City's legal liability for the payment of any costs will not arise unless and until the City Commission approves appropriations for the costs for the applicable fiscal year; nor will liability arise if a request for the appropriations is excluded from the budget that the City Commission approves. 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 the City's default 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 CMAR abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the CMAR indicating the intention to do so. The written notice must state the evidence indicating the CMAR's abandonment.
- D. Termination for Non-Civility. The CMAR agrees that its employees and agents will communicate with City employees and members of the public in a civil manner. Any aspect of the CMAR's performance, including complaints received from City employees or members of the public, may cause the City to terminate this Contract in accordance with the provisions contained herein.
- E. CMAR's Termination. The CMAR may terminate this Contract only in the event the City fails to pay the CMAR's properly documented and submitted payment request within ninety (90) calendar days of the Administrative Agent's approval, or if the City suspends a project for longer than ninety (90) calendar days.
- F. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract immediately in the event the CMAR is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the CMAR, or an assignment is made for the benefit of creditors.

- G. Breach. In the event the CMAR is in breach of this Contract, the City must provide written notice of the breach and the CMAR will have ten (10) calendar days to cure, calculated from the date the CMAR receives the notice. If the CMAR 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 CMAR due to:
- (1) The quality of a portion or all the CMAR's Work not being in accordance with the requirements of this Contract;
 - (2) The quantity of the CMAR's Work not being as represented in the CMAR's payment request, or otherwise;
 - (3) The CMAR's rate of progress is, in the City's opinion, whether Substantial Completion, Final Completion, or both, inexcusably delayed;
 - (4) The CMAR's failure to pay the CMAR'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 CMAR;
 - (7) The CMAR's failure or refusal to perform any of its obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
 - (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.
- H. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the CMAR will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.
- I. E-Verify Violation.
- (1) If the City has a good faith belief that the CMAR has knowingly violated Florida Statutes Section 448.09(1), the City may immediately terminate this Contract.
 - (2) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the CMAR has otherwise complied, then the City must without delay notify the CMAR and order the CMAR to immediately terminate its contract with the subcontractor.
 - (3) The CMAR 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 given to it now existing at law or in equity, and every remedy must be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in the order as the City deems expedient. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City’s rights and remedies set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

XIII. 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: _____ [insert name], Administrative Agent
City of North Port
_____ [insert Department]
_____ [insert address]
North Port, Florida _____ [insert zip code]
_____ [insert telephone]
_____ [insert email address]

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 CMAR: _____ [insert name of CMAR]
_____ [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 CMAR and the City.

XIV. ATTORNEY’S 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.

XV. 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 City has the right to suspend the non-performing party's affected obligations under this Contract 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 and the term of a project, or both will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

XVI. PUBLIC RECORDS

In accordance with Florida Statutes Section 119.0701, the CMAR must comply with all public records laws, and must specifically:

- A. Keep and maintain public records required by the City to perform the service.
- (1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>)
- (2) "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. The CMAR'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.
- B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- C. Ensure that Project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and if the CMAR does not transfer the records to the City following completion of the Contract, the CMAR must maintain the project records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Contract, transfer, at no cost to the City, all public records in the CMAR's possession or keep and maintain public records required by the City to perform the service. If the CMAR transfers all public records to the City upon completion of the Contract, the CMAR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CMAR keeps and maintains public records upon the completion of the Contract, the CMAR must comply with all applicable requirements for retaining public records.
- E. **IF THE CMAR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CMAR'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.**

- F. Failure of the CMAR to comply with these requirements constitutes a breach of this Contract. Further, the CMAR may be subject to penalties under Florida Statutes Section 119.10.

XVII. PRECEDENCE OF DOCUMENTS

- A. 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, exhibits, and amendments.
 - (2) The RFP.
 - (3) The CMAR's Construction Documents.
 - (4) Specific direction from the City Manager or designee.

XVIII. 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.
- B. Binding Effect/Counterparts. By the signatures affixed to this Contract, 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. Continuation of Services During Dispute. Unless otherwise agreed in writing, the CMAR is required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, mediation or judicial proceedings.
- E. Opt-out of Florida Statutes Chapter 558. To the extent Florida Statutes Chapter 558 is applicable, the parties expressly opt out of the requirements of Chapter 558, within the meaning of Florida Statute Section 558.005(1).
- F. No Agency. Nothing contained in this Contract will 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.

- G. 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 will not be construed as a waiver of a subsequent breach by the other party.
- H. 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.
- I. 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.
- J. 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 amendment changing the City's financial obligations under this Contract requires the City Commission's approval. The City Commission hereby authorizes the City Manager or designee to approve and execute all contract amendments on the City's behalf that do not change the City's financial obligations under this Contract.
- K. Assignment. The CMAR must not assign this Contract or any right or responsibility without the City's prior written consent.
- L. Non-Discrimination. The City 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 CMAR will 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.

XIX. SUPPLEMENTAL DOCUMENTS

The following exhibits and supplemental documents are attached and incorporated fully as part of this Contract. The City has the right to incorporate all the following additional attachments and supplemental terms and conditions in any Work Assignment, and as amended from time to time by any grant agencies.

[select all that apply to this PROFESSIONAL services contract. The memorandum for guidance and the attachments that must always be attached are housed in SharePoint Legal Templates.

Attach to the Work Assignment:

1. Exhibits A and C (as supplement for the preconstruction project description, and the fixed fee schedule);
2. Completed and attach Exhibits A (for the supplemental specific scope of work) and B; and
3. Mark and attach ALL Supplemental Attachments that apply to the construction phase.]

EXHIBIT A – SCOPE OF SERVICES [insert per the RFP for this contract]

EXHIBIT B – PROJECT SCHEDULE

EXHIBIT C – FEE SCHEDULE [insert rates for each professional services contractor and label as Exhibit C – Fee Schedule]

EXHIBIT D –WORK ASSIGNMENT

ATTACHMENT 1.1 – GENERAL INSURANCE

ATTACHMENT 1.2 – PROFESSIONAL LIABILITY INSURANCE

ATTACHMENT 1.3 – ENVIRONMENTAL AND POLLUTION LIABILITY INSURANCE

ATTACHMENT 1.4 – BUILDER’S RISK

ATTACHMENT 2.1 – GENERAL INDEMNITY, DEFENSE, AND RELEASE

ATTACHMENT 2.2 – insert “CMAR” or “PROFESSIONAL” or “CONSTRUCTION” SERVICES INDEMNITY, DEFENSE, AND RELEASE

ATTACHMENT 3 – FEMA PROVISIONS

ATTACHMENT 4 – DAVIS BACON ACT – MINIMUM WAGE RATE

ATTACHMENT 5 – CERTIFICATION REGARDING LOBBYING

ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT

ATTACHMENT 7 – CONFLICT OF INTEREST FORM

ATTACHMENT 8 – PUBLIC ENTITY CRIME INFORMATION

ATTACHMENT 9 – DRUG-FREE WORKPLACE FORM

ATTACHMENT 10 – SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

ATTACHMENT 11 – SCRUTINIZED COMPANY CERTIFICATION FORM

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

___ ATTACHMENT 13 – PERFORMANCE AND PAYMENT BOND REQUIREMENTS

___ ATTACHMENT 14 – PERFORMANCE AND PAYMENT BOND

___ ATTACHMENT 15 – CERTIFICATION REGARDING DEBARMENT, AND SUSPENSION

___ ATTACHMENT 16 – CONTRACT CHANGES

___ ATTACHMENT 17 – SANCTIONS AND PENALTIES

___ ATTACHMENT 18 – TERMINATION FOR CONVENIENCE

___ ATTACHMENT 19 – BUILD AMERICA BUY AMERICA ACT

IN WITNESS WHEREOF, the parties have executed this Contract as follows.

CONSTRUCTION MANAGER AT RISK

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

By: _____
_____ [Insert name of authorized agent as
reflected in Sunbiz.org]
_____ [insert title of authorized agent as
reflected in Sunbiz.org]

SWORN ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, on
this _____ day of _____ 20____, by _____ [insert person's name] as
_____ [insert title] for [insert CMAR's name].

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__ **[insert date]**.

INSERT CURRENT CITY MANAGER SIGNATURE BLOCK (from separate template)

EXHIBIT A

SCOPE OF SERVICES

I. Phase I: Preconstruction Services

The scope of work is a general guide to the work the City expects to be performed by the CMAR and is not a complete listing of all services that may be required or desired.

The general scope of work to be provided to accomplish the City's objectives includes a broad range of construction manager at risk services related to design, permitting and construction management of miscellaneous projects as may be designated by the City. The provision of Construction Management Services on an as needed basis, including but not limited to roofing, HVAC, minor remodel, and small projects where a scope of work is not anticipated to exceed \$4,000,000.00 or a study activity when the fee does not exceed \$500,000. The projects will involve buildings, facilities, and sites throughout the City, as requested by the City.

Work Assignments may include, but are not necessarily limited to:

- Services described in this Scope of Services, and specific scope of services for each Work Assignment
- Feasibility studies
- Master planning
- Interior build-out or remodeling
- Building Information Modeling (BIM)
- Project permitting services
- Development of construction cost options
- Assistance in the development of construction plans and specifications
- Services during construction
 - Construction administration services
 - Construction observation services
 - Completion of project close-out activities including Record Drawings in multiple electronic formats
 - Alternative project delivery methodologies
 - Value Engineering

The Work Assignment specifies the CMAR functions and responsibilities for each project. The following categories describe the varies functions and responsibilities that the CMAR performs as specified in the Work Assignment or as otherwise directed by the Administrative Agent.

II. Design Support

A. Technical Support and Coordination

The CMAR must provide technical support to the City as required or as directed throughout the entire preconstruction phase.

B. Design Phase

(1) Design Support

The CMAR must provide design support during Preconstruction Phase I, including but not limited to the following:

- (a) Provide baseline schedule and a cost estimate for each project.
- (b) Establish, implement, and maintain quality control standards.
- (c) Provide alternate systems evaluation and constructability studies throughout Phase I.
- (d) Participate in constructability reviews and preliminary budget estimates at requested periods during Phase I.
- (e) Advise the Project Team of ways to gain efficiencies in project delivery and reduce overall delivery time.
- (f) Provide long-lead procurement studies.
- (g) Advise the Project Team when choosing sustainable building materials, as well as recommendations for building lifespan and efficient operations and maintenance.
- (h) Identify items that have the potential to be procured directly by the City.
- (i) Upon the Administrative Agent's request, provide copies of bids and quotations solicited from prospective Trade Contractors, subcontractors, and suppliers.
- (j) Review and provide comments with plans and specifications at each phase of each project.

(2) Project Budget

The CMAR must:

- (a) Prepare a detailed construction phase project budget baseline for all cost categories within twenty-one (21) calendar days following the Design Consultant's submission of schematic deliverables (30% complete Construction Documents).
- (b) Identify all major assumptions used in creating the project budget.
- (c) Meet with the Administrative Agent to ensure that cost reports capture all applicable expenditures in a format appropriate for reporting performance and for cost allocation.
- (d) Obtain approval of cost and reporting formats.
- (e) Provide consistent and complete budget and performance reporting.

- (f) Provide detailed cost estimating and knowledge of marketplace conditions.
- (g) Provide preliminary and detailed scheduling analysis and periodic updates for the project construction, including a Schedule of Values.
- (h) Provide value engineering throughout all phases of each project.
- (i) Provide estimations of the project costs throughout Phase I.
- (j) Submit a proposed GMP for the City's consideration. Upon the City's request, include in the GMP proposal provisions for the City to direct purchase as practical.

(3) Schedule

The CMAR must:

- (a) In coordination with the Design Consultant, identify all required reviews and approvals, and appropriate levels of information necessary for action and timely response.
- (b) Prepare and maintain a Project Schedule, including activities for the Design Consultant and the CMAR and identifying tasks that may require the City's action. The Project Schedule is a critical path schedule and must include all construction, permitting, and facility start-up activities as well as project milestones.
- (c) Reflect the schedule for preparation and submission of the GMP proposal and all scheduling efforts.
- (d) Assist in developing drawing package issuance schedules to meet requirements of the Project Schedule.
- (e) Provide for construction phasing and scheduling and determine a comprehensive logistics plan.
- (f) Provide a site utilization plan for all construction activities for each project or portion of the project.
- (g) Assist the Design Consultant as by the CMAR, or City staff with the timing of permit application processes.
- (h) The Project Schedule must include all major sequences of the preconstruction services and construction work, material supplies, long-lead procurement, the Design Consultant's approval of shop drawings, and performance testing requirements.

C. Reporting

The CMAR must prepare and submit a monthly narrative progress report and other reports as necessary and appropriate, including the following topics:

(1) For the Invoice Reporting Period

- (a) Accomplishments
- (b) Status of milestones
- (c) Deliverables submitted
- (d) Problems encountered / decisions or adjustments recommended, and approved modifications, if any.

(2) For the Next Reporting Period

- (a) Objectives
- (b) Milestones
- (c) Deliverables
- (d) Scheduled meetings

(3) General

- (a) Schedule update
- (b) Other

D. Design Coordination

The City will determine the need for a Design Consultant on a project-by-project basis. Throughout the Preconstruction Phase I of each project, the CMAR must coordinate with the Design Consultant to assist in preparing the final pricing documents and Construction Documents.

(1) Coordination with the Project Team

The CMAR must:

- (a) Coordinate all activities with the Project Team, any other City contractors, vendors or consultants, and other parties.
- (b) Coordinate and assist with all activities related to the design of infrastructure and utilities serving the site or impacted by a project.
- (c) Continually evaluate quality, safety, and environmental factors throughout design.

(2) Design Coordination and Review

The CMAR must:

- (a) Review and recommend changes to drawings, specifications, and Construction Documents as appropriate.
- (b) Participate in project meetings as the Administrative Agent directs.
- (c) Monitor coordination of all equipment's mechanical/electrical requirements.
- (d) Analyze the cost-effectiveness of design elements and advise the City of findings.
- (e) Conduct ongoing review of design documents for completion and coordination of design, with input from the Design Consultant, engineering discipline consultants, and equipment vendors.
- (f) Coordinate project utility requirements with utility companies.
- (g) Review site logistics and sequence of construction for incorporation in the GMP.
- (h) Assist the Design Consultant by reviewing the Construction Documents for each percentage complete design, unless otherwise directed by the Administrative Agent, for the elimination of conflicts, omissions, dimensioning, and other potential problems. The CMAR must bring all noted matters to the attention of the Design Consultant and the Administrative Agent in writing. The quality of documents is paramount in developing the project plans.
- (i) Advise the Administrative Agent of the availability of materials, Trade Contracts, and lower-tier subcontractors, as well as any scheduling restraints.
- (j) Identify long lead time items and recommend prepurchase for these or other items subject to expected price volatility or availability.
- (k) Prepare any recommended or requested alternate proposals and assist the Design Consultant, and City staff, in identifying elements of the design that can be "add" or "deduct" alternates.

(3) Value Engineering Program

The CMAR must:

- (a) Investigate alternate solutions systems, materials, or techniques to achieve project requirements economically and consistent with the City's objectives.
- (b) Develop and implement a value-engineering program for all major facility and site elements, systems, and materials.
- (c) Advise the City on the cost of building systems and materials.

- (d) Upon the City or the Design Consultant requests, prepare comparative analysis of alternate systems and materials.
- (e) Review documents at the conclusion of design development for value-engineering options.
- (f) Submit value-engineering recommendations to the Project Team on an ongoing basis, monitor design changes, and note whether they will have an impact on the project budget.

(4) Budget and Schedule Refinement

The CMAR must:

- (a) Forecast construction costs based on completed project documents.
- (b) Prepare a detailed cost estimate based on completed design development drawings.
- (c) Analyze deviations from the previous cost estimate.
- (d) Forecast impact of these deviations.
- (e) Recommend corrective action if the cost estimate exceeds a level of acceptance to the City.
- (f) Incorporate revised cost estimates into the project budget.
- (g) Recommend to the City any changes necessary to maintain the budget requirements.
- (h) Report progress to the Project Team.
- (i) Monitor and maintain the Project Schedule consistent with best industry practices.
- (j) Identify design task milestones and associated deadlines that the Design Consultant must meet to maintain the Project Schedule.
- (k) Identify decisions the City or others must make to keep the project on schedule.
- (l) Provide a project budget within 28 calendar days following the Design Consultant's submission of the Design Development deliverables (60% complete Construction Documents)
- (m) Upon the City's request, provide a project duration cash flow projection.

III. GMP proposal

A. Preparation

- (1) When drawings and specifications for a project are complete, the CMAR must prepare the GMP proposal for each project's construction. The proposed GMP must be prepared in accordance with this Contract, the Scope of Services, and the Preconstruction Schedule. The CMAR acknowledges and agrees that the GMP proposal must include:
 - (a) The Scope of Services under the RFP, this Contract, the Construction Documents, the Work Assignment and any other material documents that were used in preparation of the GMP.

- Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operations, the CMAR must provide and install the item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies, or omissions of which the CMAR has knowledge, or that are reasonably inferable from the Construction Documents, the CMAR will not be entitled to a Project Schedule extension, or a GMP adjustment for the items and the CMAR must correct, and complete the items;
- (b) A list of all allowances and the statement of their basis;
 - (c) A list of all material clarifications and assumptions made in preparing the GMP as necessary to supplement the information contained in the drawings and specifications. The list must not include restatements of any existing provisions of this Contract;
 - (d) A statement of the estimated costs (organized by trade categories), allowances, contingency, and other items, including a list of all fees or other costs that comprise the GMP;
 - (e) The date of Substantial Completion upon which the proposed GMP is based; and
 - (f) A schedule of issuance dates for the Construction Documents upon which the proposed GMP is based.
- (2) The CMAR acknowledges that the GMP includes an amount designated as the City Contingency. The CMAR is only eligible to receive the City Contingency if the City approves a Field Change or Change Order/Amendment to this Contract or as otherwise provided in this Contract. Any Change Order/Amendment must specify the portion of the City Contingency being made available and the purpose.
- (3) The GMP must be inclusive of the arrangement and supply of all job-site facilities, including workstations equipped with telephones, desks, and computer or other electronic equipment that is reasonably necessary for the Project Team to perform the management, inspection, and supervision of each project's construction.
- (4) The CMAR acknowledges that the Design Consultant may modify the Construction Documents from time to time, and if the City presents the CMAR with modified Construction Documents, the CMAR must complete each project as modified.
- (5) The GMP must be within the project budget or the City's amended scope and must be based upon the Construction Documents. The CMAR must provide for each project, all materials, or labor, or both, as shown in and inferred by the Construction Documents as a part of each project; and as necessary to complete each project. An express reference in the Construction Documents to the material or labor is not required.
- (6) If the Administrative Agent directs, the CMAR must prepare a proposal for a phase or portion of construction of each project based upon less than 100% complete plans. Unless otherwise specified in an Amendment, the preconstruction services and any Construction Phase authorized by an

Amendment would proceed concurrently and all the CMAR's services as defined in this Contract and the Amendment would apply.

- (7) The GMP proposal is subject to the City's acceptance, at the City's sole discretion. If the City wishes to accept the GMP proposal, the City must prepare a contract amendment, incorporating the GMP along with any other provisions the City deems necessary for the performance of the construction phase of each project. In the event the City does not accept the GMP proposal, the Administrative Agent will inform the CMAR in writing; this notice constitutes an immediate Contract termination and neither party will have any obligation to the other regarding the Construction Phase of each project.

B. Additional Requirements

- (1) During development of the proposed GMP proposal and during subsequent negotiations as appropriate or as requested by the Administrative Agent, the CMAR must:
 - (a) Prepare a bidders' list identifying a minimum of three firms to bid for each bid package.
 - (b) Prepare written bid packages with the Project Team. Packages must be comprehensive, must be complete, and must cover all aspects of the assigned bid division or definition of work.
 - (c) Distribute bid information to bidders.
 - (d) Respond to bidder's questions during bidding.
 - (e) Respond to bidder's questions during bidding.
 - (f) Review bids received with the Project Team.
 - (g) Obtain clarification of any bidder's bid qualifications as needed.
 - (h) Prepare comparative analysis of bids.
 - (i) Review voluntary alternate recommendations.
 - (j) Review alternates and recommend acceptance or rejection.

C. Procurement.

- (1) The CMAR must keep costs as low as possible through aggressive use of competitive bidding procedures for all work.
- (2) The CMAR must direct a well-coordinated procedure for all bid packages and must obtain a minimum of three verbal competitive quotations for all packages with an estimated value over \$5,000 and under \$25,000, and a minimum of three written competitive quotations for those packages with an estimated value over \$25,000.
- (3) The CMAR must comply with all applicable laws and grant requirements.

- (4) The CMAR must stimulate bidder interest in the marketplace and identify and reasonable encourage bidding competition through various meetings, presentations, mail-outs, telephone conference, and the like. The CMAR must obtain a minimum of three competitive bids for each trade, unless otherwise directed by the Administrative Agent. The CMAR must provide the Administrative Agent with the opportunity to review and approve all bids before their acceptance. The CMAR must carry out an active program of stimulating interest of qualified contractors, including minority contractors, in bidding on the work and of familiarizing those bidders with each project's requirements.
- (5) The CMAR must work with the Design Consultant to ensure that completed bid documents used in conjunction with the City's procurement forms and contract templates comprehensively establish all the binding obligations for full performance through lump sum bidding within the framework of the GMP.
- (6) The CMAR must complete the following activities for specialty equipment:
 - (a) Coordinate with the Design Consultant during development of equipment specifications with operational criteria. Review specifications and incorporate furniture, fixtures, and equipment requirements and City related items into design/construction process.
 - (b) Solicit proposals from qualified vendors for equipment, installation, and maintenance.
 - (c) Coordinate proprietary equipment specifications obtained from the successful vendor with construction drawings and details.
 - (d) Obtain at least three (3) competitive bids for each bid package.

D. Acceptance or Rejection of GMP Proposal

Nothing contained in this Contract requires the City to accept any of the CMAR's proposals. Further, the CMAR agrees that the City has the unrestricted discretion to reject the CMAR's proposal.

EXHIBIT B

PRECONSTRUCTION SCHEDULE

[insert schedule pursuant to Section IIB]

<u>Description</u>	<u>Estimated Calendar Days from Notice to Proceed to Completion</u>
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EXHIBIT C

FEE SCHEDULE

Fixed fee for services described in the Scope of Services:	\$ _____
Additional services (not-to-exceed Amount), if authorized:	\$ _____
TOTAL CONTRACT NOT-TO-EXCEED AMOUNT	\$ _____

Notes:

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

ATTACHMENT D

[insert Attachment D - Work Assignment]

PART VII

Attachment 1.1

GENERAL INSURANCE

A. Insurance.

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

(2) The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done pursuant to this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase additional insurance as it may determine necessary. The extent of Contractor's liability for indemnity of the City must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.

B. Workers' Compensation and Employers' Liability Insurance. Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit). \$500,000 each accident, \$500,000 each employee, and \$500,000 policy limit for diseases.

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

The policy must include General Liability with a limit of \$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; and \$100,000 for Fire Damage. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract. City of North Port to be named additionally insured.

Automobile Liability Insurance. To include all vehicles owned, leased, hired and non-owned vehicles. Proof of Commercial Auto Liability Insurance. \$1,000,000 each accident for property damage and bodily injury with contractual liability coverage. City of North Port to be named additionally insured.

- A. **Professional Liability Insurance:** Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 per occurrence for this project with a \$1,000,000 policy term general aggregate. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.
- 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, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
 - (2) Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
 - (3) Each insurance policy required by this Contract must:
 - (a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - (b) Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.
 - (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.

- (5) The Contractor is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City.
- (6) All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract. All required certificates of insurance must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the work and a minimum of **thirty (30) calendar days** prior to expiration of the insurance Contract when applicable. All insurance certificates must be received by the City's Purchasing Division before the Contractor commences or continues work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract.
- (7) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed pursuant to this Contract must be provided to Contractor's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Contractor.

Attachment 1.2

PROFESSIONAL LIABILITY INSURANCE

The Consultant must procure and maintain, and require all subconsultants to procure and maintain, during the life of this Contract, professional liability insurance with a minimum **\$1,000,000** per occurrence; and with a **\$1,000,000** policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all professional liability insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Contract is written on a claims-made basis, the Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

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

Attachment 2.2

PROFESSIONAL SERVICES INDEMNITY, DEFENSE, AND RELEASE

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE CONTRACT WORK. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY FROM ALL SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.
- C. The City must provide all available information and assistance that the **consultant** may reasonably require regarding any claim. In the event of a claim, the city must promptly notify the **consultant** in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the city and such insurance coverage will not be deemed a limitation on the **consultant's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. Nothing in this Contract shall be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
- B. The terms of this section survive the termination or completion of this Contract work.

Attachment 5

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

Attachment 6

NON-COLLUSIVE AFFIDAVIT

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

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

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

Signed, sealed, and delivered on _____, 20____.

Signature

Printed Name

Title

SWORN ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

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

Notary Public

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

Attachment 7

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

Attachment 8

PUBLIC ENTITY CRIME INFORMATION

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

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

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

Telephone #: _____ Fax #: _____

Federal ID #: _____ Email: _____

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public – State of Florida

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

Attachment 11

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

Attachment 12

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: _____