



CITY OF NORTH PORT PROCUREMENT REQUEST FORM
EMERGENCY/EXIGENCY PROCUREMENT
(IN ACCORDANCE WITH FEDERAL GUIDELINES)



DEPARTMENT/DIVISION Parks & Recreation

NAME OF REQUESTOR Cheryl Greiner

NAME OF PREPARER Cheryl Greiner

DATE COMPLETED 04/11/2023

The City shall not be bound by any transactions made contrary to procurement procedures.

For the Procurement Official to process a requisition or visa purchase request related to an **emergency or exigent purchase**, this form must be completed and submitted by the requesting party to Purchasing with the request. **THE CITY MANAGER MUST BE NOTIFIED IMMEDIATELY (VIA EMAIL/PHONE), FOLLOWED BY THE PURCHASING DIVISION.**

*When referring to procurement activity, FEMA defines both **exigency and emergency** as situations that demand immediate aid and action. The difference between the two is as follows:*

*In the case of an **exigency**, there is a need to avoid, prevent or alleviate serious harm or injury, financial or otherwise, to the applicant, and use of competitive procurement proposals would prevent the urgent action required to address the situation. Thus, a noncompetitive procurement may be appropriate.*

*In the case of an **emergency**, a threat to life, public health or safety, or improved property requires immediate action to alleviate the threat.*

Emergency or Exigency (in accordance with FEMA guidelines, must specify, see definitions above):

EXIGENCY

Name of Event (if applicable): Scout House Repairs due to Hurricane Ian

Project Number for Event (if applicable): IAN22

- A. **Description of Item(s) Purchased and Detailed Circumstances of the Emergency or Exigency Purchase/Service:** Must answer who, what, when, where, why and how in the box below or separate memo. (Attach quote back-up).

The North Port Scout House experienced extensive damage due to Hurricane Ian. With this building closed to the Scout groups, the George Mullen Activity Center and Morgan Family Community Center have been utilized to accommodate their reservation needs. Between 250-300 Scouts from 13 different Troops have been displaced due to the closure. A total of 78 Scout Troop reservations have been relocated. The impacts due to relocating the Scout groups include approximately \$4,700 in lost revenue due to rehoming Scout Troops in our rentable facilities at no cost. In addition to the impact on available rental spaces, several existing and ongoing rentals have been relocated or cancelled to accommodate the need. The Scout House damages and required repairs include extensive repairs to the a replacement roof, insulation, dry wall, baseboards, caulking, and lanai. The City solicited quotes from five (5) vendors to perform the work required to restore the facility to pre-event condition.



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B. Total Cost of Purchase: \$ 75,627.60

Account #: 001-3038-572-46-04

Project #: IAN22

C. Vendor Information

Vendor Name: Halfacre Construction Company (#4916) Contact: Jim Nicolozakes

Address: 7015 Professional Parkway E

City: Sarasota State: FL Zip: 34240

Phone: 941-907-9079 Email or Website Address: jimnicolozakes@halfacreconstruction.com

I acknowledge that the procurement described herein was made in a manner consistent with the emergency procurement requirements of the City of North Port Procurement Code and Procurement Manual. I have been made aware of the Procurement Code (available on the P-Drive and Intranet) and the policies and procedures related to the City's procurement system.

Cheryl Greiner
Digitally signed by Cheryl Greiner
 DN: DC=northport, DC=city,
 OU=Departments, OU=Parks & Rec,
 OU=Admin, CN=Cheryl Greiner
 Reason: I am the author of this document
 Location: your signing location here
 Date: 2023.03.07 13:41:56-05'00'
 Foxit PDF Editor Version: 11.2.4

Requestor _____ Date _____

Approved in Naviline 4/25/23

Budget Administrator
Kimberly Williams
Digitally signed by Kimberly Williams
 DN: DC=northport, DC=city, OU=Departments,
 OU=Finance Dept, OU=Finance Area, CN=
 Kimberly Williams
 Reason: I am the author of this document
 Location:
 Date: 2023.05.01 15:00:47-04'00'
 Foxit PDF Editor Version: 12.1.2

_____ Date _____

Finance Director

 City Manager _____ Date 8/22/23
 _____ Date _____

Sandy Pfundheller
Digitally signed by Sandy Pfundheller
 2023.03.07 14:07:
 51-05'00'

Department Director _____ Date _____

Ginny Duyn
Digitally signed by Ginny Duyn
 Date: 2023.04.27
 16:30:44 -04'00'

_____ Date _____

Purchasing

 Assistant City Manager _____ Date 8/22/23
 _____ Date _____

PRINT Clear All Fields



City of North Port
PARKS & RECREATION DEPARTMENT
 Recreation, Park Maintenance,
 Aquatic Center and Warm Mineral Springs Park
 Sandy Pfundheller, Director
 Direct: 941.429.7129
 Email: spfundheller@northportfl.gov



MEMORANDUM

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

THRU: JULIE B. BELLIA, ASSISTANT CITY MANAGER Juliana B. Bellia

Digitally signed by Juliana B. Bellia
 Date: 2023.03.31 11:25:57 -04'00'

FROM: SANDY PFUNDHELLER, PARKS & RECREATION DIRECTOR

Sandy Pfundheller

Digitally signed by Sandy Pfundheller
 DN: DC=northport, DC=city, OU=Departments, OU=Parks & Rec, OU=Admin, CN=Sandy Pfundheller
 Reason: I am the author of this document
 Location:
 Date: 2023.03.31 11:02:05-0400
 Foxit PDF Editor Version: 12.1.1

CC: PURCHASING

SUBJECT: WAIVE BOND REQUIREMENTS FOR SCOUT HOUSE REPAIRS EXIGENCY REQUEST

DATE: 3/31/2023

Parks and Recreation Department is requesting to waive the Performance and Payment Bond process for the above referenced project. This project is for repairs to the Scout House caused by Hurricane IAN (\$75,627.60). In accordance with Section 2-(d) Bond Requirements, the City Manager can waive the bond requirement if the project is under \$200,000.00. Performance bond for projects under \$250,000 is not required by FEMA; however, State Statute and our code are stricter. Rostan has reviewed the exigency request.

In accordance with Article VIII. Of the Procurement Code

Sec. 2-414. Bond requirements.

- (a) Any person contracting with the city for the construction or repair of a public building or works shall be required to execute, deliver to the city and record in the public records of Sarasota County a payment and performance bond with a surety insurer authorized to do business in the State of Florida as a surety.
- (b) The payment and performance required by this section shall be substantially in the form provided in F.S. § 255.05.
- (c) In lieu of the bond required by this section, a contractor may file with the city an alternative form of security in the form of cash, money order, certified check, cashier's check, irrevocable letter of credit, or a security of a type listed in F.S. ch. 625, pt. II (F.S. § 625.301 et seq.).

(d) For contracts in the amount of \$200,000.00 or less, the city manager may waive the requirement for this bond.

(Code 1990, § 55-16; Ord. No. 06-29, § 1(1.01), 9-25-2006); State law references: Bonds for public works contracts, F.S. § 255.05.

yes, I will waive the bond requirement

no, I will not waive the bond requirement

A. Jerome Fletcher

Digitally signed by A. Jerome Fletcher
 DN: CN=A. Jerome Fletcher, O=City of North Port, OU=City of North Port, CN=A. Jerome Fletcher
 Reason: I am the author of this document
 Location:
 Date: 2023.04.03 10:22:16-0400
 Foxit PDF Reader Version: 11.1.0

A. Jerome Fletcher II, ICMA-CM, MPA
CITY MANAGER

Date

Procurement Memorandum

Date: April 19, 2023

Subject: Procurement Justification for the Replacement and repair of the North Port Scout House.

Rationale for the Method of Procurement:

The North Port Scout House experienced extensive damage due to Hurricane Ian. With this building closed to the Scout groups, other rentals at the George Mullen Activity Center and Morgan Family Community Center have also been impacted. The impacts due to relocating the Scout groups include Approximately \$4,700 lost in revenue due to rehoming Scout Troops in our rentable facilities at no cost; Between 250-300 Scouts from 13 Troops have been displaced due to the closure; Staff have had to relocate 78 Scout Troop reservations; Staff have had to relocate or cancel rentals that include but are not limited to Universal Dance, Jazzercise, Belly Dancing, Birthday Parties, and Elaine Lowers Church Group. The Scout House damages and required repairs include extensive repairs to the roof, insulation, dry wall, baseboards, caulking, and lanai. The City solicited quotes from five (5) vendors to perform the work required to restore the facility to pre-event condition. Three (3) vendors submitted quotes, and the lowest bid was chosen.

Contractor Selected: Halfacre Construction Company

Contract Type: Purchase Order with Fixed Fee, Required FEMA Clauses Appended

Explanation of Contract Price: The price is inclusive of all repairs necessary to restore the Scout House to pre-Hurricane Ian status. Price was quoted by Halfacre following a review of the damages and a discussion of the required repairs.

Wharton-Smith

Halfacre

Jon F. Swift

Ajax

Willis Smith

Remove existing asphalt roof, replace with 30-year asphalt shingle

Reset 1 light pole

replace 2 exterior light fixtures

Reinstall salvage exit light fixture

replace 2 aluminum toe kick panels at lanai

install screen at lanai

Replace blow in insulation

Replace batt and drywall at ceiling

retexture and lben into existing and paint

replace batt insulation and drywall at all

reinstall salvage wood baseboard, caulk and paint

Allowance for complete replacement roof deck

Owner Contingency

\$ 13,000.00

\$ 7,500.00

Unable to bid at this time

\$ 75,627.60

\$ 131,868.00

\$ 119,080.00

Unable to bid at this time

From: [Chuck Hardwick](#)
To: [Kimberly Humphrey](#)
Subject: [EXTERNAL] Scout House Storm Repairs
Date: Thursday, March 2, 2023 11:05:57 AM



Good morning,

At this time Wharton Smith is unable to submit a proposal for the Scout House Repairs due to lack of subcontractor / vendor participation.

My apologies.

Sincerely,

Chuck Hardwick | Project Manager

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

2525 Bobcat Village Center Road, Unit 105

North Port, FL 34288

Cell (813) 943-8880 | Chardwick@whartonsmith.com



March 1, 2023

Kim Humphrey
Project Manager
City of North Port - Public Works
1100 N. Chamberlain Blvd
North Port, Florida 34286

RE: Scout House Repairs

Thank you for the opportunity to present a proposal for the emergency repairs of the Scout House in North Port.

Price: \$75,627.60

Seventy-Five Thousand Six Hundred Twenty-Seven and 60/100 Dollars.

Project Scope of Work:

Location: 5845 Greenwood Ave., North Port (located on the Dallas White Park parcel)

Remove existing asphalt shingle roof, replace felt underlayment, replace sheeting as needed (allowance of up to 150 SF), and replace with a 30-year, standard-color, standard-profile asphalt shingle. Include ridge-vent, fascia, gutter and downspouts. Include vent stacks as needed.

Reset (1) light pole (crooked).

Replace (2) exterior light fixtures, both pole-mounted – LED can be substituted for existing metal halide. Reinstall salvaged Exit light fixture.

Replace (2) aluminum toe-kick panels at the lanai, approx. 2'H X 8'L.

Install screen lanai, (6) torn/missing sections.

Replace minimal blow in insulation in attic space (allowance of up to 100 SF). Contractor may alternately include an additional layer of batt insulation in lieu of blow in.

Replace batt insulation and drywall at (2) sections of ceiling.

Section 1, approx. 5' W X 16';

Section 2, approx. 5' X 15'.

Include re-texture to blend into existing, and paint.

Replace batt insulation and drywall at (1) section of wall, approx. 8' T X 14' W, flat finish, including paint to blend into existing.

Reinstall salvaged wood baseboard, caulk, and paint.



Clarifications:

No engineering or design is included as part of this proposal.

No Payment/Performance Bonds are included in this proposal.

This proposal includes an allowance of \$13,000.00 for the complete replacement of the roof deck and an Owner Contingency of \$7,500.00.

Please feel free to contact me with any questions or concerns regarding this proposal.

Respectfully,

Jim Nicolozakes

Project Manager
Halfacre Construction Company



Scout House
City of North Port

Scope of Work
March 1, 2023

Scope

- Complete construction management services
- Remove existing asphalt shingle roof, replace felt underlayment, replace sheeting as needed (allowance of up to 150 SF), and replace with a 30-year, standard-color, standard-profile asphalt shingle. Include ridge-vent, fascia, gutter and downspouts. Include vent stacks as needed.
- Reset (1) light pole (crooked)
- Replace (2) exterior metal halide light fixtures, both pole-mounted (2 missing lights) with new LED fixtures
- Reinstall salvaged Exit Light
- Replace (2) aluminum toe-kick panels at the back porch lanai, 2'H X 8'L
- Install screen lanai, (6) torn/missing sections
- (3) Ceiling Repair areas (approx 800sf each) 5' x 16' sections to include popcorn texture to match existing and double layer of batt insulation.
- Wall Repairs (16 lf @ 8'-0" tall) Smooth finish to match existing.
- Reinstall, caulk and paint salvaged wood baseboard. (Approx 25 lf)
- Prime and paint only the new drywall ceiling and wall patch areas with similar color wood baseboard. (Approx 25 lf)

Exclusions

- Architectural/Engineering Services
- Permit Fees
- Impact Fees
- FPL Fees
- Testing Services
- Geotechnical Report
- Soffit removal and replacement (existing is in good condition)
- Utility usage costs (water/sewer)
- No portotoilets, assume use of existing facilities on site
- Unforeseen Conditions



Scout House
City of North Port

GMP Estimate
March 1, 2023

Schedule	10 weeks
Project Area (Square Feet)	0

Division	Scope of Work	Total	Comments
	Design & Permits	0	By Others
	General Requirements	50,213	Staff & Dumpsters
	Roofing & Gutter	45,200	No Soffit work
	Aluminum Screened Room	950	
	Drywall	6,500	
	Wood Base	150	
	Paint & Caulk	2,500	
	Electrical	9,500	
SUBTOTAL		\$ 115,013	
	Preconstruction Expenses	0	
	General Liability Insurance	2,415	2.10%
	Builder's Risk Insurance	1,265	1.10%
SUBTOTAL		\$ 118,693	
	Contractor Fee/Overhead	11,869	10.0%
	Payment/Performance Bond	1,306	1.0%
TOTAL		\$ 131,868	
	Contingency	0	0.0%
GRAND TOTAL		\$ 131,868	



Quality Builds Its Own Reputation

Sarasota Office
425 Commercial Court Suite J
Venice, FL 34292

TEL: (941) 413-1341

www.ajaxbuilding.com

CG C042112

PROPOSAL

PROJECT NAME: North Port Scout Building Repair
PROJECT NUMBER: TBD

FROM: Ajax Building Company
425 Commercial Court Suite J
Venice, FL 34292

TO: Kim Humphrey: City of North Port
1100 N Chamberlain Blvd
North Port, FL 34286

This Project Proposal includes all material and labor cost associated with furnish and installing temporary office trailers per Owner provided information. Estimated 1 month schedule but roofing needs to be completed before interior work and allow 6 weeks after purchase order to begin installation. Following qualifications apply:

1. Permits by Owner
2. Includes complete removal of existing roof and associated flashings, gutters, underlayment etc. Inspection of existing decking for its suitability and re-use. Base bid included replacement of up to (5) sheets of plywood, additional if required will be funded from contingencies-nail of existing decking to meet FBC and then apply (1) layer of self-adhering underlayment. New drip edge, fascia wrap, gutters, downspouts etc., new GAF Timberline HDZ shingles with a limited Lifetime material warranty.
3. Includes resetting (2) corked light poles and replacing light head fixtures
4. Includes repairing/replacing drywall walls and ceilings including insulation and painting to match existing.
5. Reinstall salvaged exit light and wood base board.
6. Repair/replace 6 torn/missing screen lanai and replacing approx. (2) 8' aluminum toe kicks.

The proposed Contract total cost is:

Lump Sum: _____ Credit Cost of \$ 119,080.00

Total construction duration: 2 Months

APPROVALS

1 - Submitted:

2 - Reviewed/Approved:

Dan Dreier

Date: 2/23/2023
CONSTRUCTION MANAGER
Ajax Building Company

Date: _____
OWNER
City of North Port

xc: Cost Breakdown



Ajax Building Company
 North Port Scout Building Repair
 Cost Breakdown - BUDGET
 February 23, 2023

Cost Proposal Breakdown

ITEM	DESCRIPTION	QUANTITY	TYPE	UNIT \$	TOTAL \$
GENERAL CONDITIONS					
	General Conditions	1	MO	\$ 22,797.04	\$ 22,797.04
SUBTOTAL - GENERAL CONDITIONS					\$ 22,797.04
GENERAL REQUIREMENTS					
	Reimbursable Expense	1	MO	\$ 1,500.00	\$ 1,500.00
	Permitting (By Owner)	1	NIC	\$ -	\$ -
	Dumpsters(By Ajax)	1	MO	\$ 1,500.00	\$ 1,500.00
SUBTOTAL - GENERAL REQUIREMENTS					\$ 3,000.00
TRADES					
	Final Clean Allowance	1	ALLW	\$ 1,500.00	\$ 1,500.00
	Demo	1	ALLW	\$ 1,500.00	\$ 1,500.00
	Temp Fence Allowance	1	ALLW	\$ 3,000.00	\$ 3,000.00
	Misc. Unknown Damage Allowance	1	ALLW	\$ 3,500.00	\$ 3,500.00
	Drywall Wall & Ceiling Replacement	1	ALLW	\$ 9,800.00	\$ 9,800.00
	Roof Repair	1	LS	\$ 42,833.00	\$ 42,833.00
	Paint Interior Drywall Repairs Only	1	LS	\$ 1,000.00	\$ 1,000.00
	Electrical Repair & Replace	1	LS	\$ 6,300.00	\$ 6,300.00
	Misc. Exterior Items- Screening	1	ALLW	\$ 2,500.00	\$ 2,500.00
SUBTOTAL - TRADES					\$ 71,933.00
CONTINGENCY & ESCALATION					
	CM Contingency	1	ALLW	\$ 3,420.55	\$ 3,420.55
	Escalation Allowance	1	ALLW	\$ -	\$ -
SUBTOTAL - CONTINGENCY & ESCALATION					\$ 3,420.55
CONTRACTING REQUIREMENTS					
	General Liability Insurance	1	LS	\$ 1,143.00	\$ 1,143.00
	Builder's Risk Insurance	1	LS	\$ 485.52	\$ 485.52
	P&P Bonds	1	LS	\$ 768.74	\$ 768.74
	Contractor's Fee	1	LS	\$ 15,532.18	\$ 15,532.18
SUBTOTAL CONTRACT REQUIREMENTS					\$ 17,929.45
TOTAL COST					\$ 119,080.00

From: [Brett Raymaker](#)
To: [Kimberly Humphrey](#)
Subject: [EXTERNAL] RE: New Emergency Project - Scout House
Date: Thursday, February 9, 2023 12:44:25 PM
Attachments: [imageca0725.PNG](#)



Kim:

After reviewing this internally we're going to have to pass on the opportunity to hard bid the remedial work.

I apologize for not being able to participate.

Thanks

Brett Raymaker, LEED® AP
Project Executive



Tel: 941.366.3116, x328
5001 Lakewood Ranch Blvd.
Sarasota, FL 34240
willissmith.com

From: Kimberly Humphrey <khumphrey@northportfl.gov>
Sent: Wednesday, February 8, 2023 4:14 PM
To: Brett Raymaker <BRaymaker@willissmith.com>
Subject: New Emergency Project - Scout House

Brett, thank you for your time this afternoon. I've attached the scope of work for this project, as well as my initial damage assessment. Unfortunately, I do not have photos of the areas in which drywall and insulation were removed, but I am happy to meet anyone onsite for review.

I appreciate your thoughts, and hopefully bid, within the next 3 weeks or so,

Kim Humphrey, LEED AP, GGP, PMP, FMA, FMP, CPRP, CGC #1525810
Project Manager
Public Works
1100 N. Chamberlain Blvd
North Port, Florida 34286

Tel: 941.240.8093

City Cell: 941.223.2900

Please make note of the new email address:

E-mail: khumphrey@northportfl.gov

Web: <http://www.cityofnorthport.com/index.aspx?page=179>

A City where you can "Achieve Anything."



City of North Port

Human Resources Department
Risk Management
4970 City Hall Boulevard
North Port, FL 34286
Phone: 941.429.7200
Fax: 941.429.7135

Print Form

Date of Request: 4/11/2023

Date Risk Received Request:

Response Time

Insurance Requirements Request Form

Primary Dept.: PW/Facilities Maintenance

Secondary Dept.: Finance

Contact Name/Phone#: Kim Humphrey / 9412232900

Duration of work (Calendar days): 90 - 180 days

On Site Work: Yes

Estimated Cost of Work: \$50,000 - \$100,000

What are you purchasing?: Services - Construction

Requirements are for:

Formal Solicitation (RFB, RFP, RFQ) Solicitation #

Informal Solicitation (items purchased utilizing quotes and under the formal solicitation threshold)

Vendor Insurance Renewal Expiration Date

Insurance Update - attach original insurance requirements

Piggyback Contract (attach a copy of the contract insurance requirements, and list entity name/piggyback information in the summary below)

Provide a DETAILED description of the Item being Purchased / Description of Work or Summary of Services being provided

Emergency repairs to Scout House - remove and replace roof; replace insulation; replace drywall; paint; minor electrical and rescreen.

REQUIRED COVERAGE (To be completed by RISK)

Worker's Compensation -

All state and federal statutory limits apply.

Level I: \$100,000 each accident
\$100,000 each employee
\$500,000 policy limit for diseases

Level II: \$500,000 each accident
\$500,000 each employee
\$500,000 policy limit for diseases

Level III: \$3,000,000 each accident
\$1,000,000 each employee
\$1,000,000 policy limit for diseases

Proof of current Worker's Compensation coverage

Worker's Compensation Exemption (notarized affidavit)

Commercial General Liability:

Occurrence form required aggregate separate to this job.

Level I: \$300,000 each accident
\$600,000 general aggregate
\$600,000 products and completed ops
\$100,000 damage to rented premises

Level II: \$1,000,000 each occurrence
\$1,000,000 general aggregate
\$1,000,000 products and completed ops
\$100,000 damage to rented premises

Level III: \$3,000,000 each occurrence
\$6,000,000 general aggregate
\$6,000,000 products and completed ops
\$100,000 damage to rented premises

City of North Port to be named additionally insured

Proof of current General Liability Insurance coverage only

Commercial Auto Liability:

All owned, non-owned or hired

Level I: \$300,000 each accident for property damage and bodily injury with contractual liability coverage

Level II: \$1,000,000 each accident for property damage and bodily injury with contractual liability coverage

Level III: \$3,000,000 each accident for property damage and bodily injury with contractual liability coverage

City of North Port to be named additionally insured

Proof of current Commercial Auto Liability Insurance only

Sub - Limits - Personal Automobile Coverage

\$100,000 per person
\$200,000 per accident and
\$100,000 property damage

Additional Insurances when Applicable:

Environmental / Pollution Liability

\$100,000 each occurrence and \$300,000 general aggregate

Professional Liability

Level I projects: 1 million per occurrence and 1 million general aggregate

Level II projects: 1 million per occurrence and 2 million general aggregate

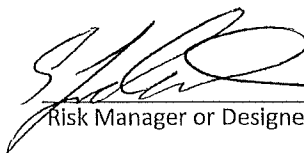
Level III projects: 2 million per occurrence and 2 million general aggregate

Required Insurance Coverage, not specified above:

Type of insurance	
Limits:	
Limits:	
Limits:	

Additional Risk Comments:

NOTE: Submit this form and the certificate of insurance to Risk for final approval PRIOR to making any purchases or allowing work to be performed.


Risk Manager or Designee

4/17/23
Date

Steve Lambert
Claims Coordinator
Phone: 941-429-7138
riskservices@cityofnorthport.com

Sandy Knowles
Risk & Benefits Manager
Phone: 941-429-7130
riskservices@cityofnorthport.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

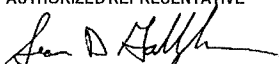
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 201 E 4th Street Suite 625 Cincinnati OH 45202	CONTACT NAME: Alex Ehlinger	FAX (A/C, No): 513-977-4643	
	PHONE (A/C, No, Ext): 513-977-4747	E-MAIL ADDRESS: alex_ehlinger@ajg.com	
INSURED Halfacre Construction Company Attn: Vanessa Kennedy 7015 Professional Parkway East Sarasota FL 34240	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : FCCI Insurance Company		10178
	INSURER B : National Trust Insurance Company		20141
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: 1706961788 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPP100064573	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA100064576	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMB100064575	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0100064579	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased & Rented Equipment			CPP100064573	1/1/2023	1/1/2024	Limit \$100,000 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Emergency repairs to Scout House - remove and replace roof; replace insulation; replace drywall; paint; minor electrical and rescreen.
City of North Port is included as additional insured solely with respect to General Liability coverage as per written contract with Named Insured.

CERTIFICATE HOLDER City of North Port 4970 City Hall Blvd. North Port FL 34286	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Procurement Memorandum

Date: April 19, 2023

Subject: Procurement Justification for the Replacement and repair of the North Port Scout House.

Rationale for the Method of Procurement:

The North Port Scout House experienced extensive damage due to Hurricane Ian. With this building closed to the Scout groups, other rentals at the George Mullen Activity Center and Morgan Family Community Center have also been impacted. The impacts due to relocating the Scout groups include Approximately \$4,700 lost in revenue due to rehoming Scout Troops in our rentable facilities at no cost; Between 250-300 Scouts from 13 Troops have been displaced due to the closure; Staff have had to relocate 78 Scout Troop reservations; Staff have had to relocate or cancel rentals that include but are not limited to Universal Dance, Jazzercise, Belly Dancing, Birthday Parties, and Elaine Lowers Church Group. The Scout House damages and required repairs include extensive repairs to the roof, insulation, dry wall, baseboards, caulking, and lanai. The City solicited quotes from five (5) vendors to perform the work required to restore the facility to pre-event condition. Three (3) vendors submitted quotes, and the lowest bid was chosen.

Contractor Selected: Halfacre Construction Company

Contract Type: Purchase Order with Fixed Fee, Required FEMA Clauses Appended

Explanation of Contract Price: The price is inclusive of all repairs necessary to restore the Scout House to pre-Hurricane Ian status. Price was quoted by Halfacre following a review of the damages and a discussion of the required repairs.

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PURCHASE ORDER
SUPPLEMENTAL TERMS, CONDITIONS, AND DOCUMENTS WITH FEMA TERMS

The following supplemental terms, conditions and documents are incorporated as if fully set forth in City of North Port, Florida Purchase Order No. 050009 (collectively referred to as "Purchase Order" or "Contract") and constitute the agreement between Halfacre Construction Company ("Contractor") and the City of North Port, Florida ("City"). To the extent any of these provisions conflict with the City's standard Purchase Order Terms and Conditions on the back of the purchase order, these provisions control.

1. TIMING.

- A. Effective date. This Purchase Order becomes effective on the date the last of the parties approves or signs it, as applicable ("Effective Date").

- B. Time Is of the Essence. Time is of the essence in the performance of this Purchase Order.
 - (1) Notice. The Contractor agrees to commence work within a mutually agreed time.
 - (2) Time for completion. All work performed under the provisions of this Purchase Order must be completed no later than September 30, 2023 (152), unless extended as provided in this purchase order.
 - (3) Extensions. The time may be extended due to unforeseen circumstances or unknown conditions that alter the work only as agreed to in writing by both parties and incorporated into this Purchase Order or amendment.

2. NOTICES.

Any notice, demand, communication, or request required or permitted by this Purchase Order 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 Purchase Order and e-mailed to:

As to the City: Project Manager
 City of North Port, Florida
 4970 City Hall Blvd.
 North Port, FL 34286
 941-429-7013
 cgreiner@northportfl.gov

With copies of claims
and demands sent to: City of North Port, Florida

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City Attorney's Office
4970 City Hall Boulevard
North Port, Florida 34286
northportcityattorney@northportfl.gov

As to the Contractor: Halfacre Construction Company
Tom Rees
7015 Professional Parkway East
Sarasota, FL 34240
941-907-9099
trees@halfacreco.com

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

3. TERMINATION.

- A. Termination With or Without Cause. The City Manager may terminate the work under this Purchase Order with or without cause, in whole or in part, whenever the City Manager determines that termination is in the City's best interest. Any termination must be effective by delivery to the Contractor of a written notice of termination at least **thirty (30) calendar days** before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective. Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. After delivery of the documents, the City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Purchase Order, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of this Purchase Order. The City has no obligation under any circumstance to make any payment to Contractor for services that have not been performed or that are performed after the termination date.
- B. Termination for Non-Appropriation. The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to all provisions of this Purchase Order, or any subsequent Purchase Order entered pursuant to this Purchase Order, or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City' will not have legal liability for the payment of any costs unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding

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

- C. Termination for Abandonment. If the Contractor abandons performance under this Purchase Order, the City Manager or designee may terminate this Purchase Order upon **three (3) calendar days** written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.
- D. Contractor's termination. The Contractor may terminate this Purchase Order only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within **ninety (90) calendar days** of the approval by the City Manager or designee, or if the project is suspended by the City for a period greater than **ninety (90) calendar days**.
- E. Court proceedings. The City Manager or designee reserves the right to terminate this Purchase Order in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- F. Breach. In the event Contractor is in breach of this Purchase Order, the City must provide written notice of the breach and Contractor shall have **ten (10) calendar days** from the date the notice is provided to cure. If the Contractor fails to cure within the **ten (10) calendar days**, the City Manager or designee can immediately terminate the Purchase Order and/or refuse to make any additional payment, in whole or in part, and if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:
- (1) The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Purchase Order;
 - (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
 - (3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;
 - (4) The Contractor's failure to use Purchase Order funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers;
 - (5) Claims made, or likely to be made, against the City or its property;
 - (6) Loss caused by the Contractor;
 - (7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or

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(8) Violation of any local, state, or federal law in the performance of this Purchase Order constitutes a breach of this Purchase Order.

- G. Payment adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Section, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Purchase Order and are not waived by final payment and/or acceptance.
- H. E-Verify Violation. If the City has a good faith belief that the Contractor has knowingly violated Florida Statute Section 448.09(1), then this Purchase Order may be terminated by the City. If the City has a good faith belief that a subcontractor has knowingly violated Florida Statute Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Purchase Order with the subcontractor. Any challenge to termination of this Purchase Order under this Section must be filed in the Circuit Court no later than **twenty (20) calendar days** after the date of termination. If this Purchase Order is terminated for a violation of the statute by the Contractor, the Contractor must not be awarded a public Purchase Order for a period of one (1) year after the date of termination and must be liable for any additional costs incurred by the City and resulting from the termination of this Purchase Order.
- I. Remedies. In the event of a default or breach of this Purchase Order terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy is additional to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Purchase Order are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

4. PUBLIC RECORDS.

- A. In accordance with Florida Statutes, Section 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.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - (b) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended 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

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Purchase Order include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Purchase Order.

- (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 Purchase Order term and, if the Contractor does not transfer the records to City following completion of the Purchase Order work, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- (4) Upon completion of the Purchase Order work, 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 Purchase Order work, 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 Purchase Order work, the Contractor shall meet all applicable requirements for retaining public records.
- (5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: publicrecordsrequest@northportfl.gov.**

5. EQUAL EMPLOYMENT OPPORTUNITY.

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

6. SCRUTINIZED COMPANIES.

- A. Certification. As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must certify on a form provided by the City, that it is not on the Scrutinized Companies

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that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.

- B. Requirements. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000 or more, the Contractor must certify on a form provided by the City, that all of the following are true:
- (1) Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - (2) Contractor is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Florida Statutes Section 215.473; and
 - (3) Contractor is not engaged in business operations in Cuba or Syria.
- C. Termination. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Purchase Order and the City may terminate the Purchase Order.
- D. Penalty.
- (1) A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of this Purchase Order, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - (2) Will be ineligible to bid on any Purchase Order with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

7. FORCE MAJEURE.

- A. Should performance of any obligation created under this Purchase Order 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;

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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 Purchase Order;
 - (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - (9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
 - C. The non-performing party's affected obligations under this Purchase Order 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 must 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 Purchase Order will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

8. MISCELLANEOUS.

- A. Authority to Execute. The signature by any person to this Purchase Order will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Purchase Order 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 Purchase Order. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Purchase Order are the

Attachment 0

Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.

- D. No Agency. Nothing contained herein must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision, or any acts of the parties will be deemed to create any relationship between them other than that as detailed.
- E. Severability. In the event any court holds any provision of this Purchase Order to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Purchase Order and do not affect its construction.
- G. Complete Purchase Order. This Purchase Order 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 Purchase Order that are not contained in this document. This Purchase Order supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Purchase Order is enforceable unless agreed to in writing by both parties and incorporated into this Purchase Order. Any amendments changing the City's financial obligations under this Purchase Order must be consistent with the City's emergency procurement requirements and emergency orders. The City Manager is the authorized designee to approve and sign all purchase order amendments on behalf of the City as provided in this Agreement.
- I. Assignment. The Contractor must not assign this Purchase Order or any right or responsibility unless with the written consent of the City.
- J. 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 Contractor must not administer this Purchase Order 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.

Attachment 0

9. SUPPLEMENTAL DOCUMENTS.

The following supplemental documents are attached and incorporated fully as part of this Purchase Order.

- 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 – CONSTRUCTION/PROFESSIONAL SERVICES RELATED 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, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
- ATTACHMENT 16 – PURCHASE ORDER/CONTRACT CHANGES
- ATTACHMENT 17 – SANCTIONS AND PENALTIES
- ATTACHMENT 18 – TERMINATION FOR CONVENIENCE

Attachment 0

IN WITNESS WHEREOF, the parties by signing below acknowledge, agree to, and accept this Purchase Order and all referenced and attached terms, conditions, and documents, the year and date as written.

CONTRACTOR
HALFACRE CONSTRUCTION COMPANY

By: _____

Name: Reed Giasson

Title: V.P.

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of JULY 2023 by REED GIASSON (name), as VICE PRESIDENT (title) for Halfacre Construction Company (entity).



BROOKE LAWTON
Notary Public
State of Florida
Comm# HH392893
Expires 5/1/2027

Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____

CITY OF NORTH PORT, FLORIDA

Attachment 0



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

ATTEST



HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS



AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

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 pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 for each accident; \$500,000 each employee; and \$500,000 policy limit for bodily injury or disease. Proof of insurance must be filed by the Contractor with the City within ten (10) calendar days after the Effective Date of this Contract.

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; and \$100,000 for damage to rented premises. Proof of insurance must be filed by the Contractor with the City within ten (10) calendar days after the Effective Date of this Contract.

D. Automobile Liability Insurance. The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a

Attachment 1.1

standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

The policy must include liability insurance with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for Bodily Injury; \$1,000,000 per accident for Bodily Injury; and \$1,000,000 per accident for Property Damage. Proof of such insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

E. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. ADDITIONALLY, THE CONTRACTOR, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONTRACTORS, AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY AND ITS INSURANCE CARRIERS FOR ANY LOSSES PAID, SUSTAINED, OR INCURRED, BUT NOT COVERED BY INSURANCE, THAT ARISE FROM THE CONTRACTUAL RELATIONSHIP OR WORK PERFORMED. THIS WAIVER APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONTRACTOR OR ITS AGENTS MAY BE RESPONSIBLE.

F. Policy Form.

(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

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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 2.1

GENERAL INDEMNITY, DEFENSE, AND RELEASE

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER THE FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUB-CONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. FURTHER, THE CONTRACTOR MUST FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY 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 Contractor may reasonably require regarding any claim. In the event of a claim, the City must promptly notify the Contractor in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, or others) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and the insurance coverage must not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. This Contract must not be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract.

Attachment 2.2

CONSTRUCTION OR PROFESSIONAL SERVICES INDEMNITY, DEFENSE, AND RELEASE

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

- B. FURTHER, THE "CONTRACTOR" 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 "contractor" may reasonably require regarding any claim. In the event of a claim, the city must promptly notify the "contractor" in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (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 "contractor's" liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. Nothing in this Contract shall be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract work.

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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:

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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

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(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.

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(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 4: Davis-Bacon Act

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

(1) Minimum wages.

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

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or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

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

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

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

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

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(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

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

(3) Payrolls and basic records.

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

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the

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

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

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

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

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

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

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

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit

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the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

Section 5: Copeland Anti-Kickback Act

Attachment 3

(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

Attachment 3

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

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

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

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

Section 7: Clean Air and Water

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

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

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

Section 8: Suspension and Debarment

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

Attachment 3

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

Section 9: Byrd Anti-Lobbying Amendment

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

Section 10: Procurement of Recovered Materials

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

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

meeting contract performance requirements; or

at a reasonable price.

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

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

Section 11: Access to Records

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

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

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

Attachment 3

Section 12: DHS Seal, Logo, and Flags

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

Section 13: Compliance with Federal Law

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

Section 14: No Obligation of Federal Government

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

Section 15: False Claims

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

Section 16: Affirmative Socioeconomic Steps

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

Section 17: Copyright and Data Rights

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

Attachment 3

Section 18: Patent Rights

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

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

Reed Giasson

Name

V.P.

Title

7/6/23

Date

Attachment 6

NON-COLLUSIVE AFFIDAVIT

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

Reed Giasson who, being first duly sworn, deposes and says that:

1. Affiant is the Vice President [insert Owner, Partner, Officer, Representative or Agent] of Halfacre Construction Company, 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 7/10, 2023.

[Signature]
 Signature
Reed Giasson
 Printed Name
V.P.
 Title

SWORN ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10 day of July 2023, by Reed Giasson.

[Signature]
 Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____



BROOKE LAWTON
Notary Public
State of Florida
Comm# HH392893
Expires 5/1/2027

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

Reed Giasson

Printed Name

J.P.

Title

7/6/23

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, Reed Giasson, 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 #: 941-907-9099 Fax #: 941-907-9079
Federal ID #: 59 1297826 Email: rgiasson@halfacreco.com

[Signature]
Signature of Contractor's Authorized Representative
Reed Giasson V.P.
Name and Title of Contractor's Authorized Representative
7/6/23
Date

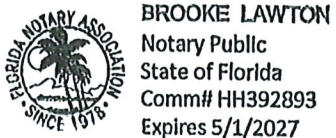
SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6 day of July, 2022, by Reed Giasson.

[Signature]
Notary Public - State of Florida

Personally Known OR Produced Identification
Type of Identification Produced _____



Attachment 9

DRUG FREE WORKPLACE FORM

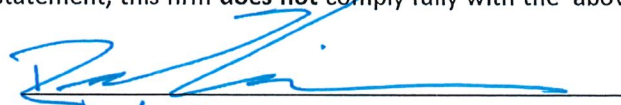
The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor, Halfacre Construction Company (Company Name):

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

Reed Giasson

Printed Name

V.P.

Title

7/6/23

Date

Attachment 11

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: Halfacre Construction Company
 Authorized Representative Name and Title: Reed Giasson, Vice President
 Address: 7015 Professional Parkway City: Sarasota State: FL ZIP: 34240
 Phone Number: 940-907-9099 Email Address: rgiasson@halfacreco.com

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

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

CHOOSE ONE OF THE FOLLOWING

This 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

Reed Giasson

Name

J.P.

Title

7/6/23

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: Halfaxie Construction (Vendor's Company Name)

Certified By: 
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Read Giasson V.P.

Date Certified: 7/6/23

Attachment 15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of North Port.

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of North Port. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of North Port, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Halacac Construction
Company Name (Contractor)

591297820
Tax ID Number

Reed Giasson
Authorized Representative Name

[Signature]
Authorized Representative Signature

Federal Issued Tax
Identification Number
(If Social Security number DO NOT enter)

CAGE Code issued through www.sam.gov
DATE: 7/6/23

Attachment 16

PURCHASE ORDER CHANGES

- A. The parties may make changes to the contract work, including additions or deletions, provided that such changes are within the general scope of the contract work. Any change affecting the contract price must be in writing and signed by both parties. The Contractor is not entitled to any increase in price or extension of time unless the contract is changed in accordance with this section.
- B. Either party may submit to the other a change proposal, which must identify any proposed changes in contract price or time, explain why the change is believed necessary, and cite to any applicable provision of the contract. Within a reasonable time, the party receiving the proposal shall respond in writing to the other party. If the parties agree to the change, they will execute an amendment to the contract changing its terms.
- C. Without invalidating the contract, the City may order additions, deletions, or revisions in the work, provided that such changes are within the general scope of the contract work. Such changes may be accomplished by a contract amendment, if the City Commission and Contractor have agreed as to the effect, if any, of the changes on contract price. If the parties cannot agree, the Contractor shall proceed with the work, or, in the case of a deletion, cease activities with respect to the deleted work, subject to the Contractor's right to claim for additional compensation or time. Any such claim must be made in writing within 14 days. Additional compensation will be limited to Contractor's actual cost of the work, plus reasonable profit and overhead. Nothing in this section shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the contract or governing laws and regulations.

Attachment 17

SANCTIONS AND PENALTIES

In the event of a breach of the terms of this Contract, the Contractor and its subcontractors will be subject to sanctions and penalties as may be imposed and remedies invoked as provided by rule, regulation, or order of the local, state, and federal agency, and as otherwise provided by law and other terms of this Contract.

Attachment 18

TERMINATION FOR CONVENIENCE

The City reserves the right, in its best interest as determined by the City, to cancel this Contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Contract is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Contract through the termination date specified in the written notice of termination. The Contractor acknowledges and agrees that Contractor has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by the Contractor, for City's right to terminate this Contract for convenience. The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

