PURCHASE REQUISITION NBR: 0000057303

STATUS: PURCHASING AGENT

REQUISITION BY: CHERYL GREINER REASON: WORK ASSIGNMENT WA 2024-40FM ENVIRONMENTAL PARK DATE: 4/17/24

SHIP TO LOCATION: PARKS & REC CITY HALL SUGGESTED VENDOR: 4916 HALFACRE CONSTRUCTION CO DELIVER BY DATE: 9/30/24

LINE UNIT EXTEND NBR DESCRIPTION QUANTITY UOM COST COST

VENDOR PART NUMBER

1 MCEP BRIDGE / DECK WORK ASSIGNMENT 5000.00 \$\$ 1.0000 5000.00

COMMODITY: MANAGMENT SERVICES

ACCOUNT INFORMATION

LINE # ACCOUNT PROJECT AMOUNT 100.00 1 30630365726300 IMPROVE OTHER THAN BLDGS P17EPI 5000.00

ENVIRONMENTAL PARK IMPRV

REQUISITION TOTAL:

5000.00

5000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

ATTACHMENT IS FOR ANOTHER VENDOR (HALFACRE) 4/17/24 BM

SUBCOMMOD: CONSTRUCTION MGMT SERV

EVER-WKAS WA 2024-40FM; CMAR 2023-17

CW YTD: \$105,030.00 ALL WORK ASSIGNMENTS



CITY OF NORTH PORT

Purchasing Division 4970 CITY HALL BLVD. NORTH PORT, FL 34286 (941) 429-7170 (941) 429-7173 P.O. NO.: 050812

PAGE:

DATE: 04/19/24

** PURCHASE ORDER: RLI **

TO: HALFACRE CONSTRUCTION CO 7015 PROFESSIONAL PARKWAY SARASOTA, FL 34240

VENDOR NO.

SHIP TO: CITY OF NORTH PORT PARKS & RECREATION DEP 4970 CITY HALL BLVD

SUITE 303

NORTH PORT, FL 34286

SUBMIT INVOICE TO: CITY OF NORTH PORT ATTN: FINANCE DEPARTMENT

4970 CITY HALL BOULEVARD NORTH PORT, FLORIDA 34286

4916 FLORIDA SALES TAX **DELIVER BY** F.O.B. **TERMS EXEMPTION NUMBER** 09/30/24 NET 85-8013281465C-1 **CONFIRM BY CONFIRM TO REQUISITIONED BY** WA 2024-40FM; CMAR2023-17 BERNICE MOEN CHERYL GREINER REQ. NO. **FREIGHT** CONTRACT NO. ACCOUNT NO. PROJECT REQ. DATE 306-3036-572.63-00 P17EPI 57303 04/17/24

			300 3030 372.03 00	/	-	3,30	_	01/1/21
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1	5000.00	\$\$	MCEP BRIDGE / DECK WORK 1.0000 ASSIGNMENT		0000	5000.00		
				SUB-	TOTAL		50	00.00
				TOTA	L		50	00.00
			REMARKS: E-VERIFY SYSTEM: CONTRACTOR MUST PURCHASING DIVISION A VENDOR'S O COMPLIANCE STATING THE CONTRACTOR SUBCONTRACTOR MUST REGISTER WITH E-VERIFY SYSTEM OF THE UNITED ST HOMELAND SECURITY TO VERIFY THE STATUS OF ALL NEW EMPLOYEES AS R 448.095, FLORIDA STATUTES. ************************************	CERTIF DR AND H AND TATES WORK REQUIR ***** HE RES DNTINU ORIGI	ICATION EACH USE THE DEPART AUTHORED BY ***********************************	ON OF HE FMENT O RIZATIO SECTIO ******	N N *	

AUTHORIZED BY

NPPO

PURCHASE ORDER TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASE ORDERS FOR THE CITY OF NORTH PORT INCLUDING THE ORDERS ENCLOSED. WHEN BID OR CONTRACT TERMS, CONDITIONS AND SPECIFICATIONS DIFFER FROM THOSE SHOWN ON THE PURCHASE ORDER, THE BID/CONTRACT SHALL TAKE PRECEDENCE OVER THE PURCHASE ORDER.

- 1. The term "Vendor" shall mean the party furnishing the goods, materials, equipment and/or services so specified herein. The term "Buyer" shall mean the City of North Port, Florida.
- 2. This order shall be filled at prices quoted to the Buyer either by phone or by a written request. No increase from the quoted price will be authorized unless approved in writing by the Buyer.
- 3. All invoices shall be addressed as indicated on the front of this Purchase Order and must include the Vendor's name and phone number, and clearly list quantities, item descriptions, and units of measure. Vendor shall indicate on all invoices the Purchase Order number, discount and terms of payment. Substitution of any portion of this order will not be allowed unless Buyer is notified and gives approval in writing of the substitution.
- 4. Promptly acknowledge this order, and indicate the shipping date (definite or approximate), if applicable.
- 6. All items so listed will be securely packed to deter against damage and comply with carrier's requirements as to applicable tariffs. Shipments described on bill of lading shall take the lowest legal freight rate. Shipments will be released to carrier at full value insured for total value.
- 7. Inspection and acceptance of commodities shall be as follows:
- (a) For Vendor-installed products, the date of acceptance is the date the Buyer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Buyer shall certify in writing to the Vendor when the product is accepted (if training or other post-installation services are included in the Purchase Order, the acceptance shall be conditional). (b) For Buyer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist the Vendor with damage claims, the Buyer shall: (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damage to the carrier and the Vendor; and (iii) provide the Vendor with a copy of the carrier's Bill of Lading and damage inspection report.
- (c) If specifications are not met, material may be returned at the Vendor's expense and risk. Vendors will be notified of over-shipments and/or incorrect shipments. If return authorizations are not received within thirty (30) days such items shall be considered as donations to the Buyer.
- 8. Inspection and acceptance of services shall be as follows: Each phase of the services, including quality of work, rendered under this agreement is subject to the Buyer's inspection during both the Vendor's operations and after completion of the tasks. When the Vendor is satisfied with the completion of the contracted work, and prior to acceptance of any phase of work, Vendor shall submit a written request for an inspection to the Buyer. After inspection, the Buyer will issue a list of deficiencies, if any. Upon completion of the list, and correction of all deficiencies by the Vendor, the Vendor shall notify the Buyer that the work has been completed satisfactorily. Final inspection shall be performed prior to contract expiration date.
- 9. If work is performed on Buyer's property, work shall not be considered complete until all rubbish and unused material due to, or connected with, the work is removed and the premises are left in a safe and tidy condition.
- 10. If insurance is required, the Vendor shall maintain insurance acceptable to Buyer in full force and in effect throughout the term of this Purchase Order and, upon request, the Vendor shall provide to Buyer a certificate of insurance with Buyer named as additional insured.
- 11. Vendor shall comply with all Federal, State, and local laws and regulations applicable to the articles, materials or services constituting this order and shall upon request of Buyer furnish such proof of compliance. The Vendor shall have in its possession any applicable permits or licenses that may be required by Federal, State, or local law to furnish products or services under the scope of this Purchase Order.
- 12. Vendor shall not assign or subcontract any portion of this order without prior written approval of Buyer. If such approval is granted, it shall not relieve the Vendor from liability hereunder. If this order cannot be filled by the person or firm to whom it is issued, it shall be returned to the Buyer.
- 13. Unless otherwise stated in this Purchase Order, in addition to any warranty implied by law or fact, and any other express warranties, the Vendor expressly warrants all items to be free from defects in title, design, workmanship and materials, to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended and to be merchantable. Such warranties, together with all other services warranties of the Vendor, shall run to Buyer. All warranties shall survive inspection, test acceptance of and payment by Buyer.
- 14. Acceptance of this order serves as certification that the Vendor or its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
- 15. The vendor or contractor hereby guarantees the Buyer that all material, supplies, services and equipment as listed on the Purchase Order meet the requirements, specifications and standards as provided for under the Occupational Safety and Health Act of 1970, as from time to time amended and in force on the date hereof.
- 16. If applicable, the Vendor shall provide to Buyer all material safety data sheets (MSDS) upon delivery of materials.
- 17. Any dispute regarding this Purchase Order shall be governed by Florida law.
- 18. The Vendor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the Buyer or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, Vendor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Buyer with certification of such insurance upon request. The Vendor remains responsible for all applicable federal, state, and local taxes and all FICA contributions.
- 19. If a court deems any provision of the order void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
- 20. Buyer is exempt from any sales, excise, or Federal Transportation taxes and the provisions of the federal Robinson-Patman act.
- 21. The Vendor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the Buyer, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Vendor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Vendor shall not indemnify for that portion of any loss portion of any loss or damages proximately caused by the negligent act or omission of the Buyer.

To the extent applicable, the Vendor shall fully indemnify and hold harmless the Buyer, and its agents, employees, and assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Vendor's products by the Buyer or any of its agents, employees, and assigns, or to the operation or use of Vendor's products by the Buyer or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the Purchase Order.

In the event of a claim, the Buyer shall promptly notify the Vendor 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 following address:

Such notification may also be provided by fax transmission to the following fax number:

The Buyer shall provide all available information and assistance that the Vendor may reasonably require regarding any claim.

The Buyer may, in addition to other remedies available to it at law or equity, and upon written notice to the Vendor, retain such monies from amounts due the Vendor as may be deemed by the Buyer to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The Buyer may set off any liability or other obligation of the Vendor or its affiliates to the Buyer against any payments due the Vendor under any contract with the Buyer.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Vendor under the Contract and/or Purchase Order.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the Buyer and the Vendor, the agreement which provides the most protection for the Buyer shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

22. Any other conditions not contained above will be annotated within the context of the Purchase Order.

23. This order, including the terms and conditions shown above contains the complete and final agreement between the Buyer and Vendor and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by the Buyer. The Vendor may not unilaterally modify the terms of the order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. Buyer's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.



CONTINUING CONTRACT NO. & TITLE

City of North Port **PURCHASING**

Office: 941.429.7170 Fax: 941.429.7173

Email: purchasing@northportfl.gov



WORK ASSIGNMENT

Halfacre Construction CONSULTANT CMaR 2023-17

THIS WORK ASSIGNMENT

2024-40FM **WORK ASSIGNMENT #** MCEP Equestrian Bridge & Observation Deck SHORT TITLE 4/11/2024 **DATE SUBMITTED**

\$5,000.00 AMOUNT (LUMPSUM)

60 Days to GMP SCHEDULED COMPLETION

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 20_24

DEPARTMENT

\$91,030.00 **TOTAL OF PREVIOUS ASSIGNMENTS**

\$5,000.00 THIS WORK ASSIGNMENT

TOTAL WORK ASSIGNMENTS \$96,030.00

306-3036-572-63-00 / P17EPI **ACCOUNT NO/PROJECT NO**

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

All associated supporting documentation and justification for this work assignment is attached hereto.

Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.

Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.

THIS WORK ASSIGNMENT SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$4,000,000 PER FLORIDA STATUTE 287,055 AS AMENDED.

SUBMITTED BY

APPROVED BY:

Sandy Pfundheller DATE

DEPARTMENT DIRECTOR

Ginny Duyn Digitally signed by Ginny Duyn Date: 2024.04.12 14:40:37 -04'00'

PURCHASING

ASSISTANT CITY MANAGER

DATE

Lisa Herrmann Digitally signed by Lisa Herrmann Date: 2024.04.12 15:46:11 -04'00'

BUDGET ADMINISTRATOR

Kimberly Williams Digitally signed by Kimberly Williams Date: 2024.04.15 09:08:46 -04'00'

FINANCE DIRECTOR

TY MANAGER

DATE



MEMORANDUM Department of Public Works

TO: Ginny Duyn, Senior Purchasing Administrator Ginny Duyn

Digitally signed by Ginny Duyn Date: 2024.04.12 14:38:36 -04'00'

through Geoff Thomas, Contract Administrator I

FROM: Sandy Pfundheller, Director, Parks & Recreation Sandy Pfundheller

DATE: March 12, 2024

SUBJECT: Myakkahatchee Creek Environmental Park Restroom, Bridge & Observation Deck - Direct Select of

Construction Manager at Risk – Halfacre Construction

Parks and Recreation supports the direct selection of Halfacre Construction, under Contract No. 2023-17.002 Construction Manager at Risk, as the preferred Construction Manager at Risk (CMaR) to carry out the repairs to the Myakkahatchee Creek Environmental Park (MCEP) Bridge & Observation Deck.

Project P17EPI, Environmental Park Improvements currently consists of two individual project areas, the restroom replacement and the bridge and observation deck repairs / replacement. Halfacre Construction was selected as CMaR for the MCEP Restroom Project under Work Assignment 2023-01FM. In consideration of the proximity of the MCEP Bridge & Observation Deck to the Restroom project site, it is the recommendation of Public Works that a Work Assignment be negotiated with Halfacre to oversee both project areas (restroom and bridge & observation deck) in order to have a clear point of responsibility for site safety and to avoid potential conflict with multiple subcontractors working within close proximity. Halfacre has extensive experience in passive park amenities, and this alignment will allow for materials specified and trades involved to be better aligned which will allow for the City to find benefit through economy of scale by combining the projects under one bid effort.

In accordance with the Purchasing Manual, Request Letter of Interest (RLI), Direct Work Assignment Process, page 19, "Upon approval for the Sr. Purchasing/Contract Administrator or designee, City staff may forego the Letter of Interest Process and proceed directly with the Work Assignment process." The scope of preconstruction services and fee schedule based on contracted hourly rates will be negotiated and included in the MCEP Bridge & Observation Deck work assignment. This process is requested in order to establish a single source of responsibility during construction and a more cost effective GMP.

Facility Manager, Kim Humphrey, has consulted Halfacre and has verified that they are willing and able to move forward with this work in an expeditious manner.

KH/ch

FM-CMaR



Short Title	Project Manager	CMaR NO. 2023-17	Work Assignment Number	Request Letter of Interest (RLI)	Amount \$	Status.	DATE SUBMITTED	DATE DUE BACK
PD- Office Trailer	Manuel Abreu		2024-01-FM		\$35,000.00	Executed	10/23/23	
Boca Chica Park Rest Rooms	Manuel Abreu	2020-17.02	2024-3FM-		\$5,000.00	Department Review	10/31/23	
Hurricane Ian Repairs - La Brea Park	Kim Humphrey	2023-17.002	2024-6FM-	Assigning 2024-6FM	\$3,000.00	Out for Signature	12/11/23	12/11/23
Hurricane Ian Repairs - Oaks Park	Kim Humphrey	2023-17.002	2024-7FM-	Assigning 2024-7FM	\$5,000.00	Out for Signature	12/11/23	12/11/23
Hurricane lan Repairs - Highland Park	Kim Humphrey	2023-17.002	2024-8FM-	Assigning 2024-8FM	\$5,000.00	Out for Signature	12/11/23	12/11/23
Hurricane Ian Repairs - Atwater Park	Kim Humphrey	2023-17.002	2024-9FM-	Assigning 2024-9FM	\$7,500.00	Out for Signature	12/11/23	12/11/23
Hurricane Ian Repairs - Kirk Park	Kim Humphrey	2023-17.002	2024-10FM-	Assigning 2024-10FM	\$2,500.00	Out for Signature	12/11/23	12/11/23
Hurricane Ian Repairs - Hope Park	Kim Humphrey	2023-17.002	2024-11FM-	Assigning 2024-11FM	\$2,500.00	Out for Signature	12/11/23	12/11/23
Hurricane Ian Repairs - Marius Park	Kim Humphrey	2023-17.002	2024-12FM-	Assigning 2024-12FM	\$2,500.00	Out for Signature	12/11/23	12/11/23
Hurricane Ian Repairs - McKibben Park	Kim Humphrey	2023-17.002	2024-13FM-	Assigning 2024-13FM	\$3,510.00	Out for Signature	12/11/23	12/11/23
Hurricane Ian Repairs - Marina Park	Kim Humphrey	2023-17.002	2024-14FM-	Assigning 2024-14FM	\$3,510.00	Out for Signature	12/11/23	12/11/23
Hurricane Ian Repairs - Pine Park	Kim Humphrey	2023-17.002	2024-15FM-	Assigning 2024-15FM	\$3,510.00	Out for Signature	12/11/23	12/11/23
Hurricane Ian Repairs - Veterans Park	Kim Humphrey	2023-17.002	2024-16FM-	Assigning 2024-16FM	\$5,000.00	Out for Signature	12/11/23	12/11/23
Hurricane Ian Repairs - Jessimine	Kim Humphrey	2023-17.002	2024-17FM-	Assigning 2024-17FM	\$5,000.00	Out for Signature	12/11/23	12/11/23
Hurricane Ian Repairs - Pan American Gazebos	Kim Humphrey	2023.17.002	2024-18FM-	Assigning 2024-18FM	\$2,500.00	Out for Signature	12/11/23	12/11/23
MCEP Equestrian Bridge & Observation Deck	Manuel Abreu	2023-17.002	2024-40FM	Assigning 2024-40FM	\$5,000.00			

Exported on April 11, 2024 2:19:21 PM EDT

Exhibit C

Work Assignment 2024-40FM

City Of North Port Park & Recreation- MCEP Equestrian Bridge & Observation Deck Direct Select for Construction Manager at Risk – Halfacre Construction Fee Schedule for Work Assignment

Fixed Fee for services described in the Scope of Services: \$5,000.00

Additional services (not-to-exceed Amount), if authorized: \$0

TOTAL CONTRACT NOT-TO-EXCEED AMOUNT \$5,000.00

Notes:

1. Additional services must be authorized in writing by the City prior to performing any such services.

2. Invoicing for services rendered must be monthly.

Exhibit B

Work Assignment 2024-40FM

City Of North Port Park & Recreation- MCEP Equestrian Bridge & Observation Deck

Direct Select for Construction Manager at Risk – Halfacre Construction

Pre-Construction Schedule

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

Provide a GMP 60 Days

Exhibit A

Work Assignment 2024-40FM

City Of North Port Park & Recreation- MCEP Equestrian Bridge & Observation Deck

Direct Select for Construction Manager at Risk – Halfacre Construction

Scope:

Environment Park improvements currently consist of two individual project areas, the restroom replacement and the bridge & observation deck repairs / replacement. Halfacre Construction was selected as CMaR for the MCEP Restroom Project under Work Assignment 2023-01FM. In consideration of the proximity of the MCEP Bridge & Observation Deck to the Restroom project site, it is there commendation of

Work associated with establishing preconstruction which is task #1 to get GMP pricing and submission at 90% drawing permit set.

Upon GMP approval permit coordination and submission. Task #2 will then be proposed as part of GMP.



March 15, 2024

Public Works Department Attn: Kimberly Humphrey Facilities Manager / Public Works 1100 N. Chamberlain Blvd, North Port FL 34286

RE: MCEP Equestrian Bridge & Observation Deck – Precon

Dear Kimberly:

As a follow-up to our meeting on CMAR Negotiations Preconstruction Fee, Halfacre Construction is pleased to offer our fee for Preconstruction on this project for \$5,000.00. The scope of Work for this fee is outlined as TASK #1 are:

Attendances at TEAMS Design review meetings. GMP pricing and submission at 90%-Final drawing Permit Set. Upon GMP approval permit coordination and submission.

Fee Schedule breakdown hours by Employee for Preconstruction \$5,000.00 Fee TASK #1 are as follows:

Tom Rees	Project Executive	6 hrs @ \$125.00 = \$ 750.00
Jim Nicolozakes	Project Manager	16 hrs $@$ \$105.00 = \$1,680.00
April Pronovich	Assistant PM	11 hrs $@$ \$ 70.00 = \$ 770.00
Jordan McNeal	Superintendent	20 hrs @ \$ 90.00 = \$ 1,800.00

If you have any further questions regarding this matter, please do not hesitate to contact us. Otherwise, we will await confirmation of the acceptance of this proposal.

Sincerely,
HALFACRE CONSTRUCTION COMPANY

Jim Nicolozakes

Project Manager jnicolozakes@halfacreco.com cell: (740) 584-6656