

This Contract No. 2023-34 for Fence Repair and New Installation ("Contract") is entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and Jay's Fencing LLC, a Florida Limited Liability Company, registered to do business in the State of Florida, whose principal place of business is 2059 19<sup>th</sup> Street, Sarasota, FL 34234 ("Contractor").

**WITNESSETH**

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

**1. CONTRACT TERM.**

- A. Time is of the essence in the performance of this Contract. The term of this Contract is from the effective date of award through and including September 30, 2026. This Contract may be renewed for up to three (3) additional one-year terms upon mutual written agreement of the Parties, entered into by the Parties not more than one-hundred and twenty (120) days and not less than thirty (30) days from the expiration of the term. The time of completion set for a Work Assignment will be determined at the time the Work Assignment is executed.
- B. The Contractor agrees that no work will begin prior to the start of the term provide by the Work Assignment. All work must be performed to the specification provided in the Work Assignment and must continue until reaching Substantial Completion.
- C. Substantial Completion will be defined within the time frame specified in each individual Work Assignment; and will include at least an additional 30 calendar days for the Contractor to reach Final Acceptance. The only acceptable delays are those caused through no fault of the Contractor or by unforeseeable acts of nature.
- D. Process for Completion.
  - (1) Delivery of Documents Prior to Substantial Completion. Fourteen (14) calendar days prior to the expiration of the time for substantial completion, the Contractor must deliver to the City the record drawings and all other submittals required in the Contract. After delivery, the City will review the work identified in the Contract, the record drawings, and other submittals, excluding pay requests.
  - (2) Notice. The City must issue a written notice of substantial completion when the City has determined that the work identified in this Contract is substantially complete, and the record drawings are submitted and approved by the City.

(3) Punch List.

- (a) Process and Costs for Punch List; Contractor's Response. The City will deliver to the Contractor within twenty (20) calendar days after delivering the notice of substantial completion, a punch list with costs consistent with RFB ("Punch List"), and any related questions. If the costs for any work on the punch list is not included in the RFB then the costs will be negotiated and determined by mutual agreement of the parties. The Punch List must include each remaining item required and the costs to render the construction services complete, satisfactory, and acceptable to the City and for the Contractor to meet its obligations under this Contract. The Contractor must deliver a response to all questions within five (5) calendar days after receipt. The City will deliver the completed Punch List within five (5) calendar days after receiving the Contractor's response.
- (b) Timing. The City will complete the punch list within thirty (30) calendar days after delivering the notice of substantial completion.
- (c) Notice of Noncompliance. The City must give the Contractor written notice, if the Contractor fails to comply with the requirements for development of the Punch List as provided in this Contract.

(4) Final Completion. The Contractor must complete the items on the Punch List to the satisfaction of the City within the Contract Time and prior to submittal of the application for reduction of retainage or final payment.

**2. CONTRACT AMOUNT AND WORK ASSIGNMENT PRICE.**

- A. Contractor understands that this is a nonexclusive contract, and the City may award more than one contract for this project as outlined in the Contract specifications. The cumulative total for all work assignments issued under each contract must not exceed the Contract amount indicated below as selected for this Contract.
- B. The Contract amount for all Work Assignments must not exceed the budgeted amount per fiscal year.
- C. In consideration of the work, labor, services, and materials to be furnished by the Contractor, and in accordance with the agreed upon plans and specifications, the City agrees to pay Contractor, upon the completion and acceptance thereof by the City. The total Contract amount for all Work Assignments set forth above is an estimate based upon anticipated Work Assignments for all applicable contracts. However, the Contractor understands and acknowledges that no minimum amount of work is guaranteed under this Contract.
- D. The Contract amount set forth herein is an estimate based upon anticipated Work Assignments. However, the Contractor understands and acknowledges that no minimum amount of work is guaranteed under this Contract.

**3. CONTRACT DOCUMENTS.**

A. Scope and Incorporation of Bid Documents. The work includes fence repair and new installation as described in the Request for Bid No. 2023-34 ("RFB"), including plans, drawings, specifications, addenda, permits, diagrams, and other related documents, as well as the Contractor's response to the RFB (collectively, "Contract Documents"). The Contract Documents are specifically made a part of this Contract and are incorporated by reference. If a conflict exists between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

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

**4. THE CONTRACTOR'S RESPONSIBILITIES.**

A. Supervision.

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

B. Labor and Materials.

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

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

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

**PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, [publicrecordsrequest@northportfl.gov](mailto:publicrecordsrequest@northportfl.gov).**

- (6) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.
- D. Contractor's Affidavit. When all work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the Contractor must furnish the City with a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment are required from all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits must state whether the subcontractor(s) have been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against the Contract.
- E. Subcontractors and Suppliers. All contracts between the Contractor and any subcontractor that the Contractor hires must conform to the provisions of this Contract and the Contract Documents. The Contractor must incorporate the requirements of this Contract in the subcontracts. The Contractor must furnish the City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to the City's approval. No change in subcontractors or suppliers will be made without written consent and approval from the City. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.
- F. Licenses and Permits. The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the work, and pay any related fees.
- G. Laws and Regulations. Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The Contractor must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of the work required. If any of the Contract documents are at variance with any law or regulation, the Contractor must notify the City promptly upon discovery.
- H. E-Verify System. During the term of this Contract, the Contractor must be registered with and use the Department of Homeland Security E-Verify System as required by Florida Statutes Section 448.095, Employment Eligibility, including but not limited to verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must maintain a copy of the affidavit for the duration of the Contract.

**5. PAYMENT.**

- A. Payment Requests. The Contractor must use a City approved form for all payment requests, along with an updated work schedule reflecting the progress of all work. Payment requests must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). The Contractor's payment request must include any changes approved in previous payment requests.
- B. Payment. The Contract Price is net, and all payment requests are payable according to the Florida Local Government Prompt Payment Act (Florida Statutes Section 218.70, *et seq.*). The City or its authorized agent will make payment to the Contractor for all services or work completed or materials furnished in accordance with this Contract only upon certification and approval of the payment request.
- C. Timing of Payments; Retainage. The City will not make payments to the Contractor more frequently than monthly. Payment must be based on the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage. Notwithstanding any other section of this Contract, within twenty (20) business days after delivery of the completed Punch List, the City must pay to the Contractor the remaining Contract Price less one-hundred and fifty percent (150%) of the estimated cost to complete the items on the Punch List. The City must inform the Contractor's surety of any reduction in retainage. Retainage may be reduced upon issuance of the Certificate of substantial completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.
- D. Improper Payment Request. The City will determine any dispute between the Contractor and the City concerning a payment request pursuant to the City's dispute resolution procedure. The City will pay the undisputed remaining balance of the payment request within twenty (20) business days after receipt of the payment request.
- E. Payment Not Required. The City is not obligated:
  - (1) For the payment or release of any amounts that are the subject of a good faith dispute made in writing and delivered to the Contractor.
  - (2) For processing or paying retainage, if the City has notified the Contractor in writing of its failure regarding the development of the Punch List or any contractual responsibilities regarding the Punch List or a claim relating to the bond.

- F. Final Payment. The Contractor's submittal for final payment must include the Contractor affidavit, final waiver, and release of lien for all subcontractors, materialmen and suppliers, warranty of work, and consent of surety in the forms acceptable to the City. The City's or its authorized agent's approval is required before making final payment for all work, materials, or services furnished under this Contract.

**6. WORK ASSIGNMENTS.**

- A. Upon completion and approval by the City of Work Assignments lasting less than 90-days in duration and which cost less than \$100,000.00, monthly payments may be made to the Contractor upon application for all services or work completed or materials furnished in accordance with the Work Assignment.
- B. Upon the City's certification and approval of Work Assignments lasting more than 90-days in duration and which cost less than \$100,000.00, monthly payments may be made to the Contractor upon application for all services or work completed or materials furnished in accordance with the Contract. Prior to completion, monthly payments must not exceed eighty percent (80%) of the value of the materials furnished or services and work completed up to the time of application for payment. The Contractor must update each new request in accordance with any changes made to the previous submittal. Final payment will be made after approval by the City, of all work, materials or services required under the Work Assignment.
- C. Upon certification and approval by the City of Work Assignments valued at more than \$100,000.00, monthly payments may be made to the Contractor upon application for all services or work completed or materials furnished in accordance with the Contract. The Contractor must submit the application for payment as further described by the Work Assignment, and in a form satisfactory with the City of North Port. Prior to substantial completion, monthly payments will be made on the value of materials furnished or services and work completed up to the time of application for payment. Retainage must be in accordance with Florida Statutes, section 255.078, and may be reduced upon the City's issuance of the Certificate of Substantial Completion if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all Notices of Lien have been resolved, and the County has retained adequate retainage for the final completion of the project and all estimated liquidated damages. The City will inform the Contractor's surety of any reduction in retainage. Contractor must update each new application for payment in accordance with any changes made to the previous application.
- D. Final payment will be made after the City's approval of all work, materials or services required under this Contract.
  - (1) Contractor must submit Applications for payment monthly and payment will be due on the anniversary date of the Notice to Proceed, except as otherwise required in this Contract.
  - (2) Except in the case of an application for final payment, applications for payment of less than \$200.00 will not be accepted or processed.

**7. LIQUIDATED DAMAGES.**

- A. Generally. The work performed must be completed within the Contract Time.
- B. Amount. The City and the Contractor agree that the City will suffer damages if the work is not substantially completed within the Contract Time, plus any extensions allowed by Change Order(s). The parties further agree determining the exact value of the City's damages due to a delay in the substantial completion of the work would be a difficult, time consuming, and costly process. The parties agree that it is in their mutual interest to establish a figure at time of issuing a work assignment for liquidated damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that substantial completion is delayed beyond the Contract Time.
- C. Adjustments prohibited. The parties agree that neither will make any claim to increase or reduce the amount to be paid under liquidated damages as the result of any calculation of actual damages the City suffered as the result of delay in the substantial completion of the work.

**8. TERMINATION.**

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



- B. Termination for Non-Appropriation. The parties acknowledge and agree that the financial obligations of the City in this Contract, or any subsequent contract entered into or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or if the City should default under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.
- C. Termination for Abandonment. If the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.
- D. Contractor's Termination. The Contractor may terminate this Contract only if the City fails to pay the Contractor's properly documented and submitted payment request within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- E. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract if 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. If the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:
- (1) The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;
  - (2) The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;
  - (3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;

- (4) The Contractor's failure to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers;
  - (5) Claims made, or likely to be made, against the City or its property;
  - (6) Loss caused by the Contractor;
  - (7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
  - (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.
- G. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. The waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.
- H. Payment Adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights will survive the term of this Contract and are not waived by final payment and/or acceptance.
- I. E-Verify Violation.
- (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
  - (1) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
  - (2) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.
- J. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

- K. Dispute Resolution Procedure. Any dispute must be finally determined by the City pursuant to the dispute resolution procedure as established by the City which will commence within thirty (30) days after the receipt date of the payment request. The City must notify the Contractor of its intent to invoke the dispute resolution process. The City will issue its final decision in writing and conclude the proceeding within forty-five (45) days after the payment request.

**9. EQUAL EMPLOYMENT OPPORTUNITY.**

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

**10. NOTICES.**

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

As to the City:                    Utilities Engineering Manager  
   City of North Port  
   Utilities Department  
   6644 W. Price Blvd  
   North Port, Florida 34291  
   Telephone: 941-240-8013  
   macosta@northportfl.gov

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

As to Contractor:                Jay's Fencing LLC  
   James J. Miller  
   2059 19<sup>th</sup> Street  
   Sarasota, FL 34234  
   Telephone: 941-955-3053  
   Jaysfencing50@yahoo.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.

#### 11. ATTORNEYS' FEES.

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

#### 12. SCRUTINIZED COMPANIES.

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

**13. FORCE MAJEURE.**

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

- (1) A strike or work stoppage, unless caused by a negligent act or omission of either party;
- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

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

- (6) The non-performing party provides written notice within five (5) calendar days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
- (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
- (1) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
- (2) The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

C. The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for

a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

- D. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

**14. MISCELLANEOUS.**

- A. Authority to Execute. The signature by any person to this Contract will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision, or any acts of the parties will be deemed to create any relationship between them other than that as detailed.
- E. Severability. If any court holds any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing the City's financial obligations under this Contract will require approval by the City Commission. The

City Commission hereby authorizes the City Manager or designee to approve and execute all Contract amendments on behalf of the City that do not change the City's financial obligations under this Contract.

- I. Assignment. The Contractor must not assign this Contract or any right or responsibility without the written consent of the City.
- J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Contractor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

**15. SUPPLEMENTAL DOCUMENTS**

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

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – PROJECT SCHEDULE

EXHIBIT C – FEE SCHEDULE

EXHIBIT D –WORK ASSIGNMENT

ATTACHMENT 1.1 – GENERAL INSURANCE

ATTACHMENT 1.2 – PROFESSIONAL LIABILITY INSURANCE

ATTACHMENT 1.3 – ENVIRONMENTAL AND POLLUTION LIABILITY INSURANCE

ATTACHMENT 1.4 – BUILDER'S RISK

ATTACHMENT 2.1 – GENERAL INDEMNITY, DEFENSE, AND RELEASE

ATTACHMENT 2.2 – CONSTRUCTION RELATED SERVICES INDEMNITY, DEFENSE, & 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 TERMS
- ATTACHMENT 14 – PERFORMANCE AND PAYMENT BOND FORM
- ATTACHMENT 15 – CERTIFICATION REGARDING DEBARMENT, AND SUSPENSION
- ATTACHMENT 16 – CONTRACT CHANGES
- ATTACHMENT 17 – SANCTIONS AND PENALTIES
- ATTACHMENT 18 – TERMINATION FOR CONVENIENCE



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

**CONTRACTOR**

JAY'S FENCING, LLC

By: *[Signature]*  
Name: James Jay Miller  
Title: president

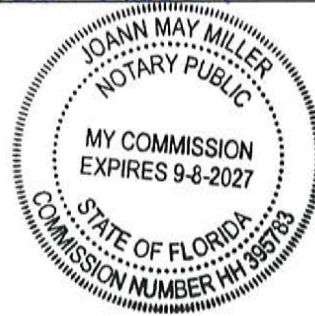
**ACKNOWLEDGEMENT**

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this 21 day of November 2023, by James Jay Miller as president for Atlantic Pipe Services, LLC.  
Jay's Fencing

*[Signature]*  
Notary Public

X Personally Known OR \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_



Approved by the City Commission of the City of North Port, Florida on Jan 9, 2024.

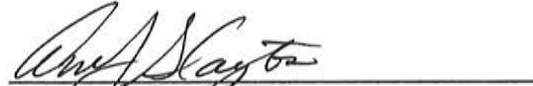
CITY OF NORTH PORT, FLORIDA

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

ATTEST

  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

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

SCOPE OF SERVICES  
SPECIAL PROVISIONS

- 1. SP-01 INTENT:** The purpose of this project is to obtain a competent, experienced, and responsible Contractor to construct the project in accordance with the plans and specifications, in an expeditious manner that reasonably protects the public and adjacent property from the construction of the project.

The Contract Documents comprise the entire agreement between City and Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the project. The work specified in this Contract will consist of furnishing all supervision, labor, equipment, material, and any incidentals required for the successful completion of all work as specified herein. All work must conform within the limits as specified and shown and be in conformance with the appropriate Technical Specifications contained herein.

The plans, technical specifications, and other documents provided are intended to provide the Contractor with known conditions of the existing site and proposed work area. The Contractor is responsible to conduct all investigations, surveys, or other activities required to fully understand the existing site and conditions that will be encountered during the project, and on which their bid will be based. Additional investigations may be necessary for the purposes of carrying out the construction project. The City of North Port will not consider or approve any claim for additional time or monetary compensation submitted by the Contractor caused by unknown site conditions or a failure by the Contractor to fully investigate and understand the full extent and nature of the work. This includes, but is not limited to, existing utilities as well as subsurface conditions.

- 2. SP-02 EQUIPMENT:** The Contractor must only use equipment, machines, or combination of machines that are in good and safe working condition. The equipment must produce results that meet or exceed the Technical Specifications stated herein.

Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor must not use equipment which is unsafe or in need of repair. Work completed with equipment that does not properly function, will be deemed unacceptable.

- 3. SP-03 CONSTRUCTION SCHEDULE:** The construction schedule will be set per work assignment.

The Contractor must furnish copies of the Construction Schedule to the City when requested to perform the work as outlined in the Bid Form. The City will notify the Contractor of such as needed work and the Contractor will provide a Construction Schedule to the City within thirty (30) days of the City's notification. A project update meeting will be held bi-weekly, or as required during contract.

4. **SP-04 PRE-CONSTRUCTION CONFERENCE:** A Pre-Construction Conference will be held, at which time the Contractor must submit the following for the City's approval or acceptance:

A telephone list specifying the name, address, office phone number and cell phone numbers of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract any survey work that may be required, the Contractor must include the registration number of the surveyor. The telephone list must also include emergency telephone numbers. The Contractor must include a 24-hour emergency telephone for the City's use, which the Contractor must update as necessary throughout the project. The Contractor will request, in writing, any changes in subcontractors or suppliers.

No change in subcontractors or suppliers will be made without written consent and approval from the City.

- A. In addition to the telephone and facsimile numbers, the Contractor must provide an e-mail address where emails can be sent. The e-mail address must be monitored at least daily and capable of transferring electronic files.
- B. The Contractor must submit to the City a list of equipment the Contractor proposes to utilize on this project.
- C. The Contractor must submit for City approval a paper copy and electronic copy of a Construction Schedule prepared using City approved software, and a Schedule of Progress Payment Requests.
- D. The Contractor must also submit all other materials or mix designs, which will be used by the Contractor for this Contract.

**Mobilization may not start** until all submittals have been accepted by the City and/or City's Representative. Once approved, no changes will be allowed without the written approval of the City and/or the City's Representative.

The Contractor must also provide, monthly, an update to the Construction Schedule reflecting changes made because of such reasons as weather, breakdowns, and unanticipated delays, as a means of better monitoring the project.

5. **SP-05 PROGRESS MEETING:** For this project, progress meetings will be held bi-weekly, or as requested by the Contractor or the City. The Contractor must designate a representative to attend Progress Meetings held at the North Port Utilities Field Office, 6644 West Price Boulevard, North Port, Florida. The Contractor must submit, at each meeting, up-to-date schedule information, a written projected schedule for the next two weeks, written claims for additional compensation, written claims for weather days to extend the Contract, results of all testing and Value Engineering Proposals. The City will use the updated schedule information to monitor the Contractor's production rate. Upon written notice from the City, the Contractor must dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule will result in the Contractor being considered in default and subject to

suspension of this Contract. Contractor may request progress meetings be on a different schedule than bi-weekly provided the City can confirm work is proceeding expeditiously. City may require a return to bi-weekly progress meetings at any time.

6. **SP-06 COOPERATION WITH UTILITIES:** The Contractor must notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations will be borne by the Contractor. Protection of utilities will be the responsibility of the Contractor, who must provide adequate protection to maintain proper service.

**NOTE: The Contractor is to include within his bid prices, the costs to protect, and/or support, all above ground, overhead and underground utilities, which may conflict with the construction of this proposed project.**

Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition, or other underground construction.

7. **SP-07 CONTRACT TIME: Contract time will be set in in each work assignment.** The Contractor specifically agrees that it will commence operations within a mutually agreed-upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract must be completed after the Notice to Proceed; subject only to delays caused through no fault of the Contractor or acts of God. Time is of the essence in the performance of this Contract. The contract time includes up to fourteen (14) calendar days for City and/or City's Engineer of Record review of each submittal and resubmittal. There will be no extension of time provided for modification and corrections or re-submittals to address deficiencies therein identified during the review by the City and/or City's Engineer of Record.

City will provide the Contractor with a listing of items to be corrected or completed (punch list) after Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet his/her obligations under the Contract. The Contractor must complete all items on the punch lists to the satisfaction of the City prior to submittal of the application for final payment.

All extensions to the Contract time for permitted delays must be by Change Order and signed by the City.

8. **SP-08 PROJECT COMPLETION:** Project final completion will be defined as "the stage in the progress of the Work where the Work is complete in accordance with the Contract Documents so that the City can begin to utilize the Work for its intended use, all punch list items are complete, and the Contractor has completely demobilized from the project area." Completion time is listed in the work assignment.
9. **SP-09 LIQUIDATED DAMAGES: Liquidated damages will be discussed per work assignment and listed on the Notice to Proceed.** The work must be completed within the contract time as required by SP-08 "PROJECT COMPLETION." The contract time includes the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment, and placement

into service for beneficial use of all facilities covered under this Contract. The City of North Port will issue a Notice of Completion when it has determined that the work identified in the contract has been completed per SP-08 "PROJECT COMPLETION."

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not completed within the contract time as required by SP-07 "Contract Time". It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure **at the time of issuing a Work Assignment and to be listed on the Notice to Proceed** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither will make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Completion of the work.

For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the City will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the City may have granted the Contractor or, in case of his default, the surety must pay to the City, not as a penalty, but as liquidated damages, **that is listed on the Notice to Proceed** per calendar day in which work is not completed.

The City has the right to apply, as payment on such liquidated damages, any money the City owes the Contractor.

The City does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extensions.

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

The City considers the Contract complete when the Contractor has completed all work and the City has accepted the work. The City will then release the Contractor from further obligation except as set forth in the bond.

- 10. SP-10 DAMAGES:** Areas adjacent to the construction that are damaged must be repaired at the Contractor's expense. Restoration of adjoining areas must be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs will be the responsibility of the Contractor, who must provide adequate protection to maintain proper service.

- 11. SP-11 CONTINUOUS PROSECUTION OF WORK:** The Contractor must continuously prosecute the work in accordance with the Contract Documents. Upon written direction from the City, the Contractor must remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

Once commencing the project, the operation must be continuously prosecuted during normal hours to its completion. At no time, will the Contractor suspend work, for any reason for more than seven (7) calendar days, excluding delays granted for inclement weather. Should the Contractor fail to perform any work on the project for three (3) or more workdays, the Contractor must submit a written request to the City, no less than twenty-four (24) hours in advance of the restart of work, to allow the City to schedule the required inspection personnel. No work may restart, prior to the expiration of the twenty-four (24) hour notice without the City's approval.

Correction of safety concerns will be given priority and must be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Provisions and/or Technical Specifications will result in the Contractor being considered in default and subject to suspension of this contract.

**12. SP-12 SAFETY AND PROTECTION:**

- A. Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor must take all necessary precautions for the safety of and must provide the necessary protection to prevent damage, injury, or loss to:
- (1) All employees on the work and other persons or organizations who may be affected thereby.
  - (2) All the work and materials and equipment to be incorporated therein, whether in storage on or off the site.
- B. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement during construction. Contractor must comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of person or property or to protect them from damage, injury, or loss; and must erect and maintain all necessary safeguards for such safety and protection.
- C. All personnel working within the City's right-of-way must always wear City approved safety vests, including personnel who may only briefly be out of their vehicle (i.e., supervisors, truck drivers).
- D. No open excavations are allowed on the project. Any pipe installation must be backfilled properly the same day of work on such pipe area to allow safe passing of pedestrians and vehicles. The Contractor must immediately remove any personnel who fail to conform to this requirement.
- E. Contractor must designate a responsible representative at the site whose duty will be the prevention of accidents. This person must be the contractor's superintendent unless otherwise

designated in writing by Contractor to City.

- 13. SP-13 CHANGES IN THE WORK:** The City, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. Such work must be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract.

In giving instructions, the City will have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change will be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum will be valid, unless ordered. Value of any such extra work or change must be determined in one or more of the following ways:

- 3.1.18.1 By estimate and acceptance in a lump sum.
- 3.1.18.2 By unit prices named in the Contract or subsequently agreed upon.
- 3.1.18.3 By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he/she receives an order as above, must proceed with the work. In such case, and under case, he/she must keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City must certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes will be made. When requiring a change in the scope of services the Contractor must notify the City by written notice that a change order is requested within five (5) days of any occurrence.

- 14. SP-14 SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT:** Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the City. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work to the City for approval. With the City's acceptance of the request, the Contractor may sublet a portion of the work, but must perform with its own organization work amounting to **not less than 40%** of the total Contract amount. The request will be deemed acceptable by the City, for purposes of the City's consent, unless the City notifies the Contractor within five (5) business days of receipt of the request that the City is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For meeting this requirement, the City will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the City will use only the sublet proportional cost in determining the percentage of subcontracted normal work. Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the City



with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The City recognizes a subcontractor only in the capacity of an employee or agent of the Contractor and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

All sublets will be in continued compliance with all Contract provisions and the Contractor will continue to perform the minimum percentage of Contract work with its own organization, as required by the Contract. It is recognized and agreed that the prime contractor remains responsible for the proper performance of all requirements of the contract and use of sublet does not relieve or release the Contractor and his surety or either of them of any liability under the contract bond. A false statement or omission made in connection with subletting is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all civil and criminal penalties available pursuant to applicable Federal and State Law.

**15. SP-15 AVAILABILITY OF LANDS:** Work is planned to occur within rights of way or existing utility easements. Contractor will be held responsible to obtain right of way use permit(s) from the City of North Port. NPU will pay the permit fee directly to the Neighborhood Development Services Department. Any additional or repeat inspection or testing charges will be paid by the Contractor. See Special Provision SP-17.

**16. SP-16 COORDINATION OF THE SPECIFICATIONS:** Where conflicts between the City of North Port General Provisions, Special Provisions, Technical Specifications and Construction Plans, references, should they exist, it is the responsibility of the bidding Contractor to bring those conflicts to the attention of the Purchasing Agent prior to the bid date. After bids, have been received, the contractor will be held to the most stringent requirement.

The Contractor must take no advantage of any apparent error or omission in the plans or specifications. If the Contractor discovers such an error or omission, he/she must immediately notify the City. The City will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

**17. SP-17 CONSTRUCTION PERMITS:** Florida Department of Environmental Protection/Department of Health permits are not required for this work.

The City will pay for all permit fees determined by the Neighborhood Development Services Department and the City of North Port Public Works Department. For this project, Right of Way (ROW) permit(s) will not be required. The City will make payment directly to the Neighborhood Development Services Department for any miscellaneous fees assessed for the necessary permits and related inspections. Additional or re-inspection fees will be paid for by the Contractor. Pressure testing the system will be paid for by the Contractor. Permits and licenses necessary for the prosecution of the work must be secured by the Contractor.

- 18. SP-18 NOTICE-OF-INTENT (NOI):** If necessary, the Contractor for the project must submit a Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, along with the permit fee with the Florida Department of Environmental Protection.
- 19. SP-19 SPECIFICATIONS AND PLANS:** Information regarding this project may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the city website, at [www.northportfl.gov](http://www.northportfl.gov).
- 20. SP-20 CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, will modify the terms or obligations of this Contract.
- 21. SP-21 ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS:** The Contractor must not take advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but must notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.
- 22. SP-22 ROAD/LANE CLOSURE:** No road closures are allowed. The contractor must submit a lane closure request in writing five (5) business days in advance of the requested lane closure. The time and length of closure(s) must be approved by the City of North Port. The Contractor must provide a Maintenance of Traffic (MOT) Plan for the requested lane closure(s) for review and approval by the City of North Port.
- 23. SP-23 MAINTENANCE OF TRAFFIC:** The Contractor will be responsible for all maintenance of traffic and obtaining approval of a Maintenance of Traffic (MOT) Plan from the City for work within the ROW of any City Road. The Contractor must always maintain traffic during construction.
- 24. SP-24 DEWATERING:** The Contractor must request approval from the City of North Port Project Manager before applying for a permit from the Southwest Florida Water Management District.
- 25. SP-25 PRIVATE PROPERTY:** The Contractor must not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. The Contractor must obtain these agreements prior to construction, if required. Prior to the use of private lands, the Contractor must submit a copy of the agreement(s) to the City. If the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement to the City, the City will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor must provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the Contractor's restoration of the property. Final payment or reduction in retainage will not be paid until such

documentation is received by the City.

Any areas, outside of the rights-of-way or easements that are impacted or damaged by the Contractor's activities must be repaired at the Contractor's expense to the property owner's satisfaction. Restoration of impacted areas must be equal to or better than original condition and to the satisfaction of the property owner. The Contractor will be responsible to secure written approval of the restoration of the property from the property owner and submitting a copy to the City prior to requesting Substantial Completion. The City will not release retainage to the Contractor until such time as the approvals are submitted by the Contractor.

- 26. SP-26 RESIDENTS CONCERNS:** During the work of this Contract, residents may contact the City to question the progress of the work or express concerns regarding the work. These concerns are responded by City's Utilities Department, but normally the Contractor will have more detailed information on the actual scheduling of the work or corrective measures required. Therefore, the Contractor will provide a telephone number and email address where City's Utilities Department can fax or email inquiries. The Contractor must respond to these inquiries within two (2) business days detailing how the inquiry will be addressed and the time frame the Contractor will take in addressing this inquiry. City's Utilities Department will maintain a log of inquiries, which will be reviewed at each progress meeting.
- 27. SP-27 TESTING:** All testing requirements born out of, but not limited to contract requirements and permits, for the installation of utility piping, including but not limited to, pressure testing, will be included in the Contract Price. Testing must include all utilities installed as part of the work of these Contract Documents. Testing will be arranged in advance with an independent testing firm (also included in the Contract Price) for the testing of concrete and compaction. The City requests to be notified three (3) business days in advance of any test to have a City representative and the Engineer of Record, if required, present. Where less time for notice is specified in the specifications or plans, this special provision will prevail.
- 28. SP-28 MISCELLANEOUS ITEMS:** Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, must be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories must be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics, as specified for the major component of which the miscellaneous items or accessory is an essential part, and must be approved by the City's Engineer of Record before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.
- 29. SP-29 SOURCES OF WATER FOR TESTING, CLEANING, AND OTHER CONSTRUCTION PURPOSES:** Reclaimed water piping pressure and flow testing and flushing may be done with reclaimed water. All Contractor's connection(s) to the City reclaimed water supply must include the City's metering for the amount of reclaimed water used in testing, flushing, and other miscellaneous purposes during construction, etc. The Contractor is responsible for obtaining meter(s) and associated appurtenances; and paying all appropriate fees/deposits. Contractor must not use any water until meter is installed.

The actual reclaimed water used will be provided at no cost to the Contactor by Utilities. Any fees/deposits due back to the Contractor will be returned after the project is completed and the meter is removed.

If potable water is required for the Work of this Contract, all Contractors' connection(s) to the City potable water supply must include the City metering for the amount of water used. All potable water connections must include a reduced pressure zone backflow preventer. The Contractor is responsible for obtaining meter(s), backflow preventers, and associated appurtenances, and paying all appropriate fees/deposits. Contractor must not use any potable water until meter and backflow preventer are installed. The Contractor will set up an account with the City and will be billed at the City's normal rates for actual potable water used. Any fees/deposits due back to the Contractor will be returned after the project is completed and the meter is removed.

- 30. SP-30 POTABLE WATER AND WASTEWATER FORCE MAIN OVER-DEPTH AND PLACEMENT:** Potable water mains and wastewater force mains must be installed with a minimum of thirty-six (36") inches of cover over the pipe. Any required over-depth, whether shown on the plans or not, will be incidental to the main installation and no additional compensation will be made.
- 31. SP-31 PRE-INSTALLATION VIDEO:** No construction will take place prior to the City's acceptance of the Pre-Installation Video. The video must thoroughly capture the intended work area as outlined in the Contract Documents. The Pre- Installation Video will be used to protect all parties involved in the project.
- 32. SP-32 PERIODIC CLEAN UP AND RESTORATION:** During construction, the Contractor must regularly remove from site and properly dispose of all accumulated debris and surplus material of any kind that result from their operations. The Contractor must remove unsightly mounds of earth, large stones, boulders, and debris so the site presents a neat appearance. Burial of construction debris is not permitted. Unused tools and equipment must be stored at the Contractor's yard or base of operations for the project. When the contract work involves ROWs, private property, roadways, private driveways or access roads, easements and sidewalks, and any site work that may impede pedestrian or vehicular traffic while the installation work is in progress, the Contractor must backfill, grade, compact, and otherwise restore the area to the basic condition which existed prior to work to allow vehicular and pedestrian use. All areas should be restored to their original design grade to facilitate drainage.
- 33. SP-33 CONNECTION TO EXISTING POTABLE WATER AND WASTEWATER FORCE MAIN(S):** The connections to the existing potable water and wastewater force mains will be paid at the Contract Price per each which must include the cost of connection, satisfactory coordination of utility construction, labor, material, equipment, and all other associated appurtenances required to complete the project in accordance with the Contract Documents. Tie-ins to existing main(s) must be coordinated with City Utilities.

The Contractor must connect his Work to each part of the existing work or of work previously installed as required by the Drawings and Specifications to provide a complete installation.

Connections/modifications to existing piping requires coordination with City Utilities staff. The Contractor must not operate any existing valves.

- 34. SP-34 MAINTENANCE OF FLOW:** It is the Contractor's responsibility to maintain the flow of the existing potable water, wastewater force mains, and lift stations during the construction. Maintenance of flow is considered incidental to the work and must be done at no additional cost to the City.
- 35. SP-35 CITY RIGHT-OF-WAY RESTORATION:** The ROW restoration includes all procedures to restore the ROW to a condition equal to or better than the original condition to the satisfaction of the City. The Contractor will be responsible for restoration of items including but not limited to existing structures, stabilized roads, and ground areas damaged during construction.

During installation of new utilities, the Contractor must maintain, an undisturbed existing buffer strip of ground cover measuring a minimum of one foot (1') in width from the edge-of- pavement (EOP) to minimize potential erosion along the pavement edge. The Contractor will be responsible for all costs to restore this buffer strip if disturbed during construction.

- 36. SP-36 LABOR, MATERIALS AND EQUIPMENT:** The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor must always maintain good discipline and order at the site.

The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials must be delivered to the site in their original packages or container with seals unbroken and labels intact.

All materials and equipment must be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the Contract Documents.

- 37. SP-37 MATERIALS, EQUIPMENT, PRODUCTS, AND SUBSTITUTIONS:** Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the Contractor. The Contractor must submit to the City a list of proposed materials, equipment, or products, together with such samples as may be necessary of him to determine their acceptability and obtain his approval. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the City.

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, the Contractor agrees that this is referenced for the purpose of defining the performance or other salient requirements and that the Contractor will

consider other products of equal capacities, quality, and function pursuant to 40 CFR 33.255(c) as referenced in Chapter 62-552, FAC. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents be reference to brand name or catalog number, and if, in the opinion of the City, such material, article, or piece of equipment is of equal substance and function to that specified, the City may approve its substitution and use by the Contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

No substitute will be ordered or installed without the written approval of the City who will be the judge of equality. Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work, or materials must be removed and replaced, together with any work disarranged by such alteration, at any time before completion and acceptance of the Project. All such work will be done at the expense of the Contractor.

No materials or supplies for the Work will be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

- 38. SP-38 USE OF PREMISES:** The Contractor must confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of City, and must not unnecessarily encumber any part of the site.

Contractor must not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor will the Contract subject any part of the Work to stresses or pressures that will endanger it.

Contractor must enforce City's instructions in connection with signs, advertisements, fires, and smoking.

Contractor must arrange and cooperate with City in routing and parking of automobiles of his employees, Subcontractors, and other personnel, and in routing material delivery truck and other vehicles to the Project site.

- 39. SP-39 SURVEY:** All survey monuments and benchmarks that may be disturbed during construction must be referenced and replaced by the Contractor. All monuments and benchmarks disturbed or destroyed by the Contractor or any of his forces through accident or negligence must be replaced by a Florida Licensed Professional Land Surveyor at the Contractor's expense.

- 40. SP-40 MANUFACTURER'S LITERATURE:** Manufacturer's literature, when referenced, must be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever

reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, the reference means the latest edition including addenda in effect on the date of Bid.

- 41. SP-41 BRAND NAMES:** Brand names, where used in the technical specifications, are intended to denote the standard of quality and performance required, of the material or product. The term "equal" or "equivalent", when used in connection with brand names, means a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the City's Engineer of Record, as the material or product so specified. The City's Engineer of Record must approve proposed equal items before they are purchased or incorporated in the Work.
- 42. SP-42 RECORD DRAWINGS:** The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Record Drawings must list all equipment removed from existing facilities. Record Drawings must be available to the City, City's Representative, City's Engineer of Record, and to the State of Florida Department of Environmental Protection (FDEP) and must be delivered to the City upon completion of the Project. The Contractor must use the Record Drawings for purposes of this Contract only. Final payment will not be made until receipt and approval by the City of Record Drawings.
- 43. SP-43 RECORD DRAWINGS CERTIFICATION:** The certification statement must be as follows:  
"I hereby certify that the as-built location information of the water and wastewater facilities shown on these drawings conforms to the Minimum Technical Standards for Land Surveying in the State of Florida, Chapter 5J-17.052 (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Division of Consumer Services, Board of Professional Surveyors and Mappers in 2010, and that the as-builts are true and correct to the best of my knowledge and belief as surveyed under my direction."
- 44. SP-44 COMPLETION OF THE PROJECT:** The Completion of the project must be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The City will determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:

  - A. All punch list items have been addressed to the satisfaction of the City;
  - B. All testing has been completed and results are satisfactory (including but not limited to Pipe Pressure Test, Concrete, and Compaction Tests);
  - C. Record Drawing requirements have been accepted and approved by the City and all other governmental agencies, if applicable;
  - D. All associated equipment and facilities necessary for the reliable operation of the project are

complete in accordance with contract requirements; and

- E. All release of liens have been submitted and are satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

**45. SP-45 STORED MATERIALS:** Payment for stored materials will made in accordance with Section 3.2 of the General Provisions.

**46. SP-46 PAYMENT ADJUSTMENT:** The following will apply: This Contract will *not* provide for fuel or other payment adjustments due to increase in material costs during the life of the contract.

**47. SP-47 TERMINOLOGY:** Throughout the Contract Documents, references to City or Owner will, where appropriate, refer to the City of North Port, a municipal corporation of the State of Florida. References to Utilities Department and North Port Utilities refer to the City of North Port's Utilities Department and are used interchangeably. References to Engineer or "Resident Project Representative" may, where appropriate, refer to either the City's Engineer of Record for the Project, which is CDM Smith, or to the City's Utilities Engineering Manager.

The terms "General Conditions and General Provisions" are used interchangeably in the Contract Documents. The terms "Special Conditions and Special Provisions" are used interchangeably in the Contract Documents.

The term "Contract" is used interchangeably with "Agreement."

**48. SP-48 WORK HOURS:** The Contractor must conduct work between 7 A.M. and 3:30 P.M. Monday through Friday, which is defined as regular work hours. The Contractor must not conduct work on Saturdays, Sundays, legal holidays, or holidays observed by the City. Work conducted outside of the regular work hours and days may only be permitted with written permission from the City. Any additional cost incurred by North Port Utilities and/or the Engineer of Record for work outside these hours will be paid by the Contractor.

**49. SP-49 NOTIFICATIONS OF 48 HOURS:** Wherever the technical specifications or plans indicate a minimum of 48 hours' notice to Owner/City or Engineer, this special provision will prevail dictating a minimum of three (3) business days' notice to Owner/City or Engineer.

**50. SP-50 QUALIFICATIONS/REFERENCES:** Prime Contractor must be fully licensed to do business in the State of Florida and be currently licensed as a Certified General Contractor or Certified Underground Utilities Contractor in the State of Florida and provide proof of licensure with the submitted Bid Proposal. Contractor must submit a minimum of eight (8) recent (within the past five years) references of projects of similar size and scope involving manholes, frames and covers, Television Inspection, Gravity Sewer System Smoke Testing, Sewer Line and Manhole Cleaning, Manhole Rehabilitation, Temporary By-Pass Pumping, Monolithic Manhole Lining Systems, Cured in Place Pipe Lining, Sewer line joint testing, Cured in Place Spot Repair, Grouting Lateral Connections, lift station rehabilitations and grouting or any combination of services being offered to the City. Each reference must include a



project description, project location, name and phone number of a contact person, total project amount, and completion date. Contractor must comply with the **Technical Specifications included in the Contract Documents**.

- 51. SP-51 LICENSE(s) REQUIREMENT:** Certified General Contractor OR Certified Underground Utilities Contractor.
- 52. SP-52 CITY'S STATUS:** The City will examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City will determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The City has the authority as follows:
- A. To stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
  - B. To reject all work which does not conform to the Contract.
  - C. To resolve questions which arise in the execution of the work.
  - D. To stop work whenever materials or shop drawings have not been approved prior to placement.

No additional time or compensation will be added to the Contract when stopping the work for the above listed reasons.

- 53. SP-53 CRITERIA FOR AWARD:** This Contract may have multiple awards based on the unit prices for each Category. The awards of work assignments are not guaranteed or implied to be equal.
- 54. WORK ASSIGNMENTS:** Work Assignment size may vary. No guarantee is expressed or implied as to the quantity of services. All requests for changes to the Work Assignments must be made in writing and are subject to approval by the appropriate level of City authority.

All change orders, including no-cost change orders, to Work Assignments require approval by City Manager, at a minimum. Some change orders will require Commission approval.

An understanding and agreement, by and between the Consultant and the City, that the completion time will be as specified in approved work assignments and that all work must be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

- 55. PRICE ADJUSTMENT:** The Vendor may submit requests for unit price adjustments annually. Any price adjustment will require at least thirty (30) calendar days written notice from the Vendor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Vendor will not be entitled to a price increase for the upcoming year.

Any price adjustments for the subsequent one-year term(s) must only increase or decrease according to the latest version of data published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month percentage change, all Items, as published by the United States Department of Labor, Bureau of Labor Statistics, <https://www.bls.gov/cpi/>.

The City reserves the right to evaluate all requested unit price adjustments to determine if they are appropriate and reasonable. Should the City and the Vendor not mutually agree to a price adjustment, then the City may terminate the agreement with written notice to Vendor. The Vendor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of the unit price increase. The Vendor must also furnish a written statement which states that the increase represents the cost of the service or supply of the goods, and in no way includes an increase for profits or overhead. The City's Purchasing Division may require additional information to verify the price increase.

- 56. CONTRACT PRICE/TERM:** The term of the contract commences on the date of executed by the parties and continues through and including September 30, 2026. The contract may be renewed at the same unit prices, terms, and conditions for three (3) additional one (1) year terms, by mutual agreement.

## FEDERAL CONDITIONS

### **Adherence to State Energy Conservation Plan (All contracts)**

The successful bidder shall recognize and adhere to mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

### **Access to Records (All contracts)**

All books, documents, papers, information and records related to this contract shall be made available to City of North Port, the State of Florida, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives, upon request, at any time during normal business hours, as often as deemed necessary, for auditing and monitoring purposes, and such records shall be subject to examination, copying, excerpting and transcription. This right of access to records also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents and information. Additionally, this right of access is not limited to the term of this contract or the record retention period indicated herein, but last as long as the contractor retains the records. Failure of the contractor to comply with this paragraph constitutes a violation of this contract and may result in the withholding of future payments, demand for contractor's repayment of funds, termination of this contract, or any other available remedies at law or in equity.

### **Records Retention (All contracts)**

The contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this contract. Such records shall include but not be limited to:

1. Records required to demonstrate that the payment was for an eligible use under the funding program;
2. Copies of disbursements paid to contractors;
3. Financial records as required by 24 CFR 570.502, and 2 CFR Subpart D and F and any applicable Appendices; and
4. Other records necessary to document compliance with the applicable provisions of 24 CFR Part 570 and 24 CFR Part 75.

The contractor shall retain all records, supporting documents, statistical records, and all other documents and information pertinent to this contract for the longer of: a period of 5 years from the date of submission of City of North Port's final expenditure report to the U.S Treasury regarding the moneys paid to contractor from federal funds, or, if there is litigation, claims, audit, negotiation or other actions related to the these funds during said 5-year period, until completion of the action and final resolution of all issues which arise from it. Records for activities subject to the reversion of assets provisions at 24 CFR 570.503(b)(7) or the change of use provisions at 24 CFR 570.505 must be maintained for 3 years after those provisions no longer apply.

### **Federal Equal Opportunity Laws (All contracts)**

Contractor agrees to comply with all federal equal opportunity laws and implementing regulations, including but not limited to:

1. Certification of Non-segregated Facilities (for contracts over \$10,000)
2. Title VI of the Civil Rights Act of 1964 and implementing regulations thereof
3. Section 109 of the Housing & Community Development Act of 1974
4. Section 503 Handicapped (for contracts \$2,500 or over)
5. Age Discrimination Act of 1975, as amended
6. Section 504 of the Rehabilitation Act of 1973, as amended
7. Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968

**Data Universal Numberings (All contracts)**

All contractors participating in this project must have a Data Universal Numbering System (DUNS) number and be registered on the federal System for Award Management (SAM) at sam.gov.

**Restriction on all Public Works Projects (All contracts)**

No contractor, or subcontractor, of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) may be awarded a contract or a subcontract for public works projects. Nor may any product of a country included on this list be provided under a public works project. Any contractor, subcontractor or supplier unable to certify compliance with this provision shall submit a written explanation fully describing the reasons for its inability to comply.

**Drug-Free Workplace Requirements (All contracts)**

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Contractor is required to comply with drug-free workplace requirements in accordance with the Act.

**Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR 200.216; Public Law 115-232, Section 889; 2 CFR 200.471) (All contracts)**

Funds under this agreement shall not be used to:

1. Procure or obtain;
  2. Extend or renew a contract to procure or obtain; or
  3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,

Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (a) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
  - (b) See Public Law 115-232, section 889 for additional information.
  - (c) See also 2 CFR 200.471.

**Domestic Preference for Procurements (All contracts)**

- (a) As appropriate and to the extent consistent with law, 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts, subcontracts and purchase orders for work or products related to the Subrecipient Agreement.
- (b) For purposes of this section:
  - (1) "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.
  - (2) "Manufactured products" means 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.

**Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms (2 CFR 200.321) (All contracts)**

The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- (f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) — (e) above.

**ADA Requirements (All contracts)**

The Contractor Agrees to comply with the Americans With Disabilities Act (Public Law 101-338, 42 U.S.C., Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

The Contractor agrees to comply with Title II, Subtitle A of the Americans with Disabilities Act (ADA) (1990).

**Scrutinized Companies (All contracts)**

Section 287.135, Florida Statutes (F.S.), prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to sections 215.473 and 215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with section 287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

**Program Fraud and False or Fraudulent Statements or Related Acts (All contracts)**

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.

**Dispute Resolution (All contracts)**

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

1. To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.
2. In the event of a dispute or claim arising out of this agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
3. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.
4. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.
5. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
6. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
7. Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

**Termination**

**(Include provisions meeting the requirements below and SUBRECIPIENT's Uniform Guidance-compliant standard procurement/contracting methods in all contracts in excess of \$10,000.)**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**Procurement of Recovered Material (2 CFR 200.323) (All contracts over \$10,000)**

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must and agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Debarment and Suspension (Executive Orders 12549 and 12689) (All contracts over \$25,000)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines

at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Equal Employment Opportunity (All contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60.1.3)**

The SUBRECIPIENT agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p.339) as amended by Executive Order 11375 of October 13, 1967, entitled "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, entitled "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60.1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), the most current version of which is excerpted below:

*41 C.F.R. Part 60-1.4(b)*

*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, 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, 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 considerations for employment without regard to race, color, religion, sex, 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 provisions shall not apply to instance 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 the furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractors' legal duty to furnish information.*

*(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's*



*commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

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

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

*(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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 (7) in every subcontract or purchase order 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 purchase order 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."*

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (All contracts over \$100,000)**

*Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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 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 obtaining any Federal award.*

**Contract Work Hours and Safety Standards (All contracts over \$100,000)**

The contractor shall comply with 40 USC 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR, Part 5). Under 40 USC 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of forty (40) hours. Work in excess of that standard work week is permissible provided

that the worker is compensated at a rate of not less than one and half times (1.5) the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. (This requirement applies to time spent on federally assisted contracts only.)

The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open mark, or contracts for transportation or transmission of intelligence.

*29 C.F.R. 5.5(b) provides:*

*Compliance with the Contract Work Hours and Safety Standards Act.*

*(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 (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 (1) of this section, in the sum of \$10 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 (1) of this section.*

*(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (2) of this section.*

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

**Clean Air and Water Act (All contracts over \$150,000)**

The contract and contractor must comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C.

1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional office of the Environmental Protection Agency (EPA).

**Bonding (All contracts over \$150,000)**

Contractor must meet the following minimum requirements:

(1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**Remedies for Violation or Breach of Contract Terms (All contracts over \$250,000)**

**(Include provisions meeting the requirements below and SUBRECIPIENT's Uniform Guidance-compliant standard procurement/contracting methods in all contracts for more than the simplified acquisition threshold, currently set at \$250,000.)**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

**Copeland "Anti-Kickback Act" (All construction contracts over \$2,000)**

The contractor shall comply with the Copeland "Anti-Kickback" Act (40 USC 3145) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Sarasota County shall report all suspected or reported violations to the U.S. Dept. of Housing and Urban Development.

**Title VI of the Civil Rights Act of 1964**

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."*

**Text Messaging**

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**Seat Belt Policy**

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**Duty of Disclosure**

Prior to execution of the contract, Contractor and all Subcontractors must disclose a written statement to the City all recently closed (within the last year) or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving the Contractor (and each subcontractor). Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence. The Contractor shall promptly notify the City of any Proceeding relating to or affecting the Contractors or subcontractor's business. If the existence of such Proceeding causes the City concern about the Contractor's ability or willingness to perform this Agreement, then upon the City 's request, Grantee shall provide to the City 's Agreement Manager all reasonable assurances that: (i) Contractor will be able to perform this Contract in accordance with its terms and conditions; and (ii) Contractor/Subcontractor(s) have not and will not engage in conduct in performing services for the City which is similar in nature to the conduct alleged in such Proceeding.

**EXHIBIT B TO CONTRACT NO. 2023-34**  
**SECTION 321040**

**CHAIN LINK FENCE**

**PART 1 - GENERAL**

**1.1 SCOPE**

- A. This item shall consist of furnishing and erecting a chain link fence in accordance with these specifications, the details shown on the plans, and in conformity with the lines and grades shown on the plans.

**1.2 GENERAL**

**A. WORK INCLUDED**

The Contractor shall, unless otherwise specified, furnish all labor, materials, equipment, tools, and all other associated appurtenances necessary to do the work required under the contract.

- B. **LOCATION OF THE WORK:** The location of the work is as shown on the Plans.

**C. COORDINATION OF THE WORK**

The Contractor shall be responsible for the satisfactory coordination of the installation of the fence with other construction and activities in the area. Delays in work resulting from lack of such harmony shall not in any way be a cause for extra compensation by any of the parties.

**1.3 METHOD OF MEASUREMENT AND PAYMENT**

The work shall be measured, and the compensation determined in the following manner.

A. CHAIN LINK FENCE

1. The chain link fence will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings. Removal and disposal of any existing fence is incidental to the new fence construction and there is no separate bid item for existing fence removal and disposal, unless otherwise indicated in the project documents.

B. GATES

1. Gates will be measured as complete units. Removal and disposal of any existing gates is incidental to the new fence and gate construction and there is no separate bid item for existing fence gate removal and disposal, unless otherwise indicated in the project documents.

1.4 REFERENCED STANDARDS (LATEST REVISION)

A. ASTM Standards

1. ASTM A121 Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
2. ASTM A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
3. ASTM A392 Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
4. ASTM A491 Standard Specification for Aluminum-Coated Steel Chain- Link Fence Fabric
5. ASTM A824 Standard Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence
6. ASTM B117 Standard Practice for Operating Salt Spray (Fog) Apparatus
7. ASTM F567 Standard Practice for Installation of Chain-Link Fence
8. ASTM F668 Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and other Organic Polymer Coated Steel Chain-Link Fence Fabric

9. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
10. ASTM F1083 Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
11. ASTM F1183 Standard Specification for Aluminum Alloy Chain Link Fence Fabric
12. ASTM F1345 Standard Specification for Zinc 5% Aluminum-Mischmetal Alloy Coated Steel Chain-Link Fence Fabric
13. ASTM G152 Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
14. ASTM G153 Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials
15. ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials
16. ASTM G155 Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials

**B. Federal Specifications (FED SPEC)**

1. FED SPEC RR-F-191/3 Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)
2. FED SPEC RR-F-191/4 Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

**1.5 SUBMITTALS**

- A. The Contractor shall submit in writing documentation to justify approval of these materials by NPU prior to the start of the project.**

The Contractor submittals shall include the statement that the submittals have been reviewed and the materials meet the contract specifications and/or NPU Standard Details.

For materials that the Contractor is requesting deviations from this specification and/or NPU Standard Details, the Contractor shall submit in writing a minimum of 60 days prior to construction, documentation to justify approval of these materials by NPU.

No fabrication shall take place until the final shop drawings are reviewed by Engineer and NPU. Final approval is at the discretion of NPU.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

The materials used in this work shall be all new and conform to the requirements for class, kind, size and material as specified below.

#### A. Fabric

1. The fabric shall six foot (6') or eight foot (8') high with woven 9-gauge black polyvinyl chloride (PVC)-coated steel wire in a 1" or 2" (one or two- inch) mesh, as shown on the plans and/or project bid form, and shall meet the requirements of ASTM F668, Class 2b. The fabric shall be woven from a 9-gauge aluminum-coated steel wire in a 1" or 2" (one or two-inch) mesh and shall conform to the requirements of ASTM A491.

#### B. Barbed Wire

1. Barbed wire shall be 3 (three) strand 12-1/2 gauge zinc-coated wire with 4 (four) point barbs and shall conform to the requirements of



ASTM A121, Class 3, Chain Link Fence Grade.

- C. Posts, Rails, and Braces: Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or ASTM F1083 as follows:
1. Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.
  2. The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3.
- D. Gates: Gate frames shall consist of polymer-coated steel pipe and shall conform to the specifications for the same material under paragraph 162-
- 2.3. The fabric shall be of the same type material as used in the fence.
- E. Wire Ties and Tension Wires: Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be seven (7) gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824. All material shall conform to Federal Specification RR-F- 191/4.
- F. Miscellaneous Fittings and Hardware: Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Barbed wire support arms shall withstand a load of 250 pounds applied vertically to the outermost end of the arm.
- G. Concrete: Concrete shall have a minimum 28-day compressive strength of 3,000 psi.

- H. Marking: Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. General: The fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a manner satisfactory to the City. The Contractor shall establish and mark the property line or fence line for the work. The Contractor shall layout the fence line based on the plans. The Contractor shall also span the opening below the fence with barbed wire at all locations where it is not practical to conform the fence to the general contour of the ground surface because of natural or manmade features such as drainage ditches. The new fence shall be permanently tied to the terminals of existing fences as shown on the plans. The Contractor shall stake down the woven wire fence at several points between posts as shown on the plans. The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet. The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.
- B. Clearing the Fence Line: Clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground, as specified in the plans. When shown on the plans or as directed by the City or the Engineer, the existing fences and gates which interfere with the new fence location shall be removed by the Contractor as a part of the construction work unless such removal is listed as a separate item in the bid schedule. All holes remaining after post and stump removal

shall be refilled with suitable soil, gravel, or other suitable material and compacted with tampers. The cost of clearing, removing and disposing of the material shall not constitute a separate bid item and shall be considered incidental to fence construction.

- C. Installing Posts: All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.
1. The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven (7) days after the individual post footing is completed. Should rock be encountered at a depth less than the planned footing depth, a hole two (2) inches larger than the greatest dimension of the posts shall be drilled to a depth of twelve (12) inches. After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one-part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above. In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.
  2. Posts should be spaced not more than ten (10) feet apart and should be set a minimum of 36 inches in concrete footings. The post holes shall be in proper alignment so that there is a minimum of three (3) inches of concrete on all sides of the posts.
- D. Installing Top Rails: The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.
- E. Installing Braces: Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.
- F. Installing Fabric: The wire fabric shall be firmly attached to the posts and braced as shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric

no less than one (1) inch or more than four (4) inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance. At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used, and multiple strands of barbed wire stretched to span the opening below the fence. The vertical clearance between strands of barbed wire shall be six (6) inches or less.

Openings below the fence may also be spanned with barbed wire fastened to stakes.

The Engineer shall specify if tension wire is to be installed.

- G. Electrical Grounds: Electrical grounds shall be constructed [ where a power line passes over the fence] [ at 500 feet intervals ]. [ The ground shall be installed directly below the point of crossing.] The ground shall be accomplished with a copper clad rod eight (8) feet long and a minimum of five-eighths (5/8) inches in diameter driven vertically until the top is six (6) inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a separate bid item and shall be considered incidental to fence construction.

The Engineer shall indicate the location of all electrical grounds on the plans. Grounding may not be necessary with the use of composite posts.

- H. Cleaning up: The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded and/or sodded per NPU Standard Specification, 321030 Restoration by Seeding or Sodding.

END OF SECTION

EXHIBIT C TO CONTRACT NO. 2023-34

FEE SCHEDULE

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Item Cost</u> <u>(3)</u>
<b>REPAIR</b> <b>(1)</b>	-	-	-
	<b>See Note 4 below</b>		
1	Six (6') foot 2.875" OD Steel Corner Post including caps	EA	\$25.00
2	Six (6') foot 2.375" OD Steel Line Post including caps	EA	\$23.00
3	Six (6') foot 4.0 OD Steel Gate/Corner Post including caps	EA	\$94.00
4	Eight (8') foot 2.875" OD Steel Corner Post including caps	EA	\$34.00
5	Eight (8') foot 2.375" OD Steel Liner Post in caps	EA	\$31.00
6	Eight (8') foot 4.0 OD Steel Gate/Corner Pose including caps	EA	\$125.00
7	Top Rail and ties	LF	\$2.50
8	PVC Fence Fabric, two (2") inch mesh, Six (6') Foot including tension bar and tension wire (1)	LF	\$4.20
9	PVC Fence Fence Fabric, two (2") inch mesh, Eight (8') Foot including tension bar and tension wire (1)	LF	\$5.59
10	PVC Fence Fabric, one (1") mesh, Six (6') Foot including tension bar and tension wire (1)	LF	\$14.00
11	PVC Fence Fabric, two (1") mesh, Eight (8') Foot including tension bar and tension wire (1)	LF	\$16.00
12	Six (6') swing gate	EA	\$700.00
13	Four (4') foot padlockable pedestrian gate	EA	\$450.00
14	Twenty (20') rolling gate	EA	\$1,975.00
15	Three strand barbed wire	LF	\$0.55
16	Electrical Grounds	EA	\$25.00
17	Complete new lift station fence installation, forty (40') by forth (40')	EA	\$10,278.00
<b>Note 1</b>	<b>The minimum linear footage for fence fabric will be ten (10') feet.</b>		
<b>Note 2</b>	<b>Quantities shown are for illustrative purposes and to establish a unit price for each specific item and do not necessarily represent the quantities of any specific work assignment that might result from this solicitation.</b>		
<b>Note 3</b>	<b>If renewals of the contract are executed the unit prices shall be increased by the most recent 12-month percentage change All Items, as published by the United States Department of Labor, Bureau of Labor Statistics, <a href="https://www.bls.gov/cpi/">https://www.bls.gov/cpi/</a>.</b>		
<b>Note 4</b>	<b>All materials shall be in compliance with 321040 of the Specifications and Details in this procurement</b>		
<b>Note 5</b>	<b>Removal and disposal of any existing fence is incidental to the new or repaired fence construction and there is no separate bid item for existing fence removal and disposal. Cost should be included in each line item.</b>		
<b>Note 6</b>	<b>The cost of clearing, removing and disposing of the material shall not constitute a separate bid item and shall be considered incidental to fence construction/repair.</b>		



**City of North Port**

**PURCHASING**

Office: 941.429.7170

Fax: 941.429.7173

Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



**WORK ASSIGNMENT**

CONSULTANT

CONTINUING CONTRACT # & TITLE

**THIS WORK ASSIGNMENT**

WORK ASSIGNMENT #

SHORT TITLE

*Attach justification and supporting documentation*

DATE SUBMITTED

AMOUNT (LUMP SUM)

SCHEDULED COMPLETION

**CONTRACT AND BUDGET OVERVIEW**

	DEPARTMENT	CITYWIDE (completed by Purchasing)
TOTAL OF PREVIOUS ASSIGNMENTS	\$ <input type="text"/>	\$ <input type="text"/>
THIS WORK ASSIGNMENT	\$ <input type="text"/>	\$ <input type="text"/>
TOTAL WORK ASSIGNMENTS	\$ <input type="text"/>	\$ <input type="text"/>
ACCOUNT NO/PROJECT NO	<input type="text"/>	<input type="text"/>

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

1. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
2. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.

SUBMITTED BY:

\_\_\_\_\_  
 CONSULTANT DATE

**APPROVED BY:**

---

**DEPARTMENT DIRECTOR**

**DATE  
DATE**

---

**BUDGET ADMINISTRATOR**

---

**PURCHASING**

**DATE  
DATE**

---

**FINANCE DIRECTOR**

---

**ASSISTANT CITY MANAGER**

**DATE  
DATE**

---

**CITY MANAGER**

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



- 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 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.

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. The policy must include commercial auto liability insurance for Combined Single Limit (CSL) for each accident; per person for Bodily Injury; per accident for Bodily Injury; and per accident for Property Damage. -

- 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 and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
- (3) Each insurance policy required by this Contract must:
  - (a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

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

**ATTACHMENT 2.2:**

**CONSTRUCTION INDEMNITY, AND RELEASE**

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO 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, 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.

**ATTACHMENT 3:**

**FEMA PROVISIONS**

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

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

(b) *Prohibitions.*

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

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

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

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

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

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

(c) *Exceptions.*

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

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

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

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

(i) Covered telecommunications equipment or services that:

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

ii. Are *not used* as critical technology of any system.

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

(d) *Reporting requirement.*

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

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

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

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

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

## **Section 2: Domestic Preference for Procurements**

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

For purposes of this clause:

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

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

## **Section 3: Equal Employment Opportunity**

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

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

(2) *Construction work* means as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”

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

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

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

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

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

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

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

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

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

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

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

**Section 5: Copeland Anti-Kickback Act**

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

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

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

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

**Section 6: Contract Work Hours and Safety Standards Act**

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

(b) Where this section applies:

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty

hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

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

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

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

#### **Section 7: Clean Air and Water**

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

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

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



**Section 8: Suspension and Debarment**

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

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

**Section 9: Byrd Anti-Lobbying Amendment**

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

**Section 10: Procurement of Recovered Materials**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—  
competitively within a timeframe providing for compliance with the contract performance schedule;  
meeting contract performance requirements; or  
at a reasonable price.

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

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

**Section 11: Access to Records**

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

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

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

**Section 12: DHS Seal, Logo, and Flags**

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

**Section 13: Compliance with Federal Law**

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

**Section 14: No Obligation of Federal Government**

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

**Section 15: False Claims**

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

**Section 16: Affirmative Socioeconomic Steps**

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

**Section 17: Copyright and Data Rights**, If the contract requires the Contractor or subcontractor to produce copyrightable subject matter or data, then the Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,

pictures or images, graphics, sculptures videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

**Section 18: Patent Rights**

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

**ATTACHMENT 5:**

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 6**  
**NON-COLLUSIVE AFFIDAVIT**

Before me, the undersigned authority ("Affiant"), personally appeared \_\_\_\_\_ who, being first duly sworn, deposes and says that:

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

Signed, sealed, and delivered on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_ (name), as \_\_\_\_\_ (title) for \_\_\_\_\_ (entity).

\_\_\_\_\_  
Notary Public

\_\_\_ Personally Known OR \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

**ATTACHMENT 7:**

**CONFLICT OF INTEREST FORM**

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

**PART I.** *[Select and complete all that apply]:*

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

Identify the position and/or board: \_\_\_\_\_

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

Identify the name of the spouse or child: \_\_\_\_\_

\_\_\_\_\_ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity \_\_\_\_\_

\_\_\_\_\_ Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member

\_\_\_\_\_

\_\_\_\_\_ None of the Above

**PART II: Will you request an advisory board member waiver?**

\_\_\_\_\_ I WILL request an advisory board member waiver under §112.313(12)

\_\_\_\_\_ I WILL NOT request an advisory board member waiver under §112.313(12)

\_\_\_\_\_ N/A

CONTRACT NO. 2023-34 FENCE REPAIR AND NEW INSTALLATION  
ATTACHMENTS TO CONTRACT NO. 2023-34

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.

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Signature of Person Authorized to Bind the Contractor

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Printed Name

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Title

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Date

**ATTACHMENT 8:**  
**PUBLIC ENTITY CRIME INFORMATION**

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

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

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_ (name), as \_\_\_\_\_ (title) for \_\_\_\_\_ (entity).

\_\_\_\_\_  
Notary Public

\_\_\_ 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,  
\_\_\_\_\_ (Company Name):

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

**Check one:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 11:**  
**SCRUTINIZED COMPANY CERTIFICATION FORM**

Contractor Name: \_\_\_\_\_  
Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

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

**CHOOSE ONE OF THE FOLLOWING**

\_\_\_\_ This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

\_\_\_\_ This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 12:**

**VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
  - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
  - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: \_\_\_\_\_ (Vendor's Company Name)

Certified By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: \_\_\_\_\_

Date Certified: \_\_\_\_\_

**ATTACHMENT 13:**

**PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

A. **Security.**

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

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

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- (4) Is otherwise in compliance with the provisions of the Florida Insurance Code;
- (5) Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
- (6) Has a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
- (7) Has an underwriting limitation of at least two times the dollar amount of the Contract price.

C. **Substitute Bond Required.** If the Surety Company for any bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by this Contract, the Contractor must, within **five (5) calendar days** thereafter, substitute another Bond and Surety Company, both of which are subject to the City's approval.

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



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By this Bond**, we, \_\_\_\_\_, as Principal (“Contractor”) and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, as Surety (“Surety”) are held firmly bound unto the City of North Port, Florida, as Obligee (“City”), in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_, entered into a Contract with City for \_\_\_\_\_

\_\_\_\_\_ in accordance with drawings and specifications prepared by \_\_\_\_\_

\_\_\_\_\_, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if Contractor:

1. Performs the Contract dated \_\_\_\_\_, between Contractor and City for construction for the **DESCRIPTION** the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract: and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract: and
3. Pays City all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that City sustains because of a default by Contractor under the Contract: and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void: otherwise it remains in full force.

Any action instituted by City under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety’s obligation under this bond.

IN WITNESS WHEREOF, the said Contractor and Surety have signed and sealed this instrument as follows:

**CONTRACTOR**

\_\_\_\_\_ *[insert name of principal]*

By: \_\_\_\_\_

\_\_\_\_\_

Title

(SEAL)

\_\_\_\_\_

Date

**SURETY**

\_\_\_\_\_ *[insert name of surety]*

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Any Claims under this bond may be addressed to  
(name and address of Surety):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No: \_\_\_\_\_

Name and address of agent or representative in Florida if different from above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_



**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.

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

\_\_\_\_\_  
Company Name (Contractor)

\_\_\_\_\_  
Tax ID Number

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Federal Issued Tax  
Identification Number

\_\_\_\_\_  
CAGE Code issued through [www.sam.gov](http://www.sam.gov)

(If Social Security number DO NOT enter)

DATE: \_\_\_\_\_

**ATTACHMENT 16:**

**CONTRACT 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.

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

- 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 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.

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. The policy must include commercial auto liability insurance for Combined Single Limit (CSL) for each accident; per person for Bodily Injury; per accident for Bodily Injury; and per accident for Property Damage. -

- 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 and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies may be accepted for professional liability, hazardous materials and 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.

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



**ATTACHMENT 2.2:**

**CONSTRUCTION INDEMNITY, AND RELEASE**

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO 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, 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.

**ATTACHMENT 3:**

**FEMA PROVISIONS**

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

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

(b) *Prohibitions.*

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

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

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

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

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

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

(c) *Exceptions.*

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

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

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

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

(i) Covered telecommunications equipment or services that:

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

ii. Are *not used* as critical technology of any system.

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

(d) *Reporting requirement.*

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

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

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

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

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

### **Section 2: Domestic Preference for Procurements**

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

For purposes of this clause:

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

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

### **Section 3: Equal Employment Opportunity**

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

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

(2) *Construction work* means as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”

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

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

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

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

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

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

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

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

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

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

invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

**Section 5: Copeland Anti-Kickback Act**

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

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

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

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

**Section 6: Contract Work Hours and Safety Standards Act**

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

(b) Where this section applies:

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty

hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

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

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

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

#### **Section 7: Clean Air and Water**

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

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

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

**Section 8: Suspension and Debarment**

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

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

**Section 9: Byrd Anti-Lobbying Amendment**

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

**Section 10: Procurement of Recovered Materials**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—  
competitively within a timeframe providing for compliance with the contract performance schedule;  
meeting contract performance requirements; or  
at a reasonable price.

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

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

**Section 11: Access to Records**

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

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

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

**Section 12: DHS Seal, Logo, and Flags**

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

**Section 13: Compliance with Federal Law**

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

**Section 14: No Obligation of Federal Government**

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

**Section 15: False Claims**

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

**Section 16: Affirmative Socioeconomic Steps**

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

**Section 17: Copyright and Data Rights**, If the contract requires the Contractor or subcontractor to produce copyrightable subject matter or data, then the Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,



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pictures or images, graphics, sculptures videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

**Section 18: Patent Rights**

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

**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

James Jay Miller  
\_\_\_\_\_  
Name

president  
\_\_\_\_\_  
Title

Dec 1, 2023  
\_\_\_\_\_  
Date

**ATTACHMENT 6**  
**NON-COLLUSIVE AFFIDAVIT**

Before me, the undersigned authority ("Affiant"), personally appeared James Jay Miller who, being first duly sworn, deposes and says that:

1. Affiant is the president of Jay's Fencing 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 Dec. 1, 2023.

[Signature]  
Signature  
James Jay Miller  
Printed Name  
president  
Title

**ACKNOWLEDGEMENT**

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of December 2023, by James Jay Miller (name), as president (title) for Jay's Fencing (entity).

[Signature]  
Notary Public

Personally Known OR  Produced Identification  
Type of Identification Produced \_\_\_\_\_



**ATTACHMENT 7:**

**CONFLICT OF INTEREST FORM**

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

**PART I.** *[Select and complete all that apply]:*

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

Identify the position and/or board: \_\_\_\_\_

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

Identify the name of the spouse or child: \_\_\_\_\_

\_\_\_\_\_ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity \_\_\_\_\_

\_\_\_\_\_ Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member  
\_\_\_\_\_

None of the Above

**PART II: Will you request an advisory board member waiver?**


\_\_\_\_\_ I WILL request an advisory board member waiver under §112.313(12)

\_\_\_\_\_ I WILL NOT request an advisory board member waiver under §112.313(12)

N/A

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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  
James Jay Miller  
\_\_\_\_\_  
Printed Name  
president  
\_\_\_\_\_  
Title  
Dec. 1, 2023  
\_\_\_\_\_  
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, James Jay Miller, 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 #: 941-955-3053 Fax #: 941-955-3085  
Federal ID #: 26-3184338 Email: jaysfencing50@yahoo.com

[Signature]  
Signature of Contractor's Authorized Representative

James Jay Miller, president  
Name and Title of Contractor's Authorized Representative

Dec. 1, 2023  
Date

**ACKNOWLEDGEMENT**

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 1 day of December 2023, by James Jay Miller (name), as president (title) for Jay's Fencing (entity).

[Signature]  
Notary Public

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,  
Jay's Fencing LLC (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.

James Jay Miller  
Signature  
James Jay Miller  
Printed Name  
President  
Title  
Dec. 1, 2023  
Date

**ATTACHMENT 11:**  
**SCRUTINIZED COMPANY CERTIFICATION FORM**

Contractor Name: Jay's Fencing  
Authorized Representative Name and Title: James Jay Miller President  
Address: 2059 19th St City: Sarasota State: FL ZIP: 34234  
Phone Number: 941-955-3053 Email Address: jaysfencing50@yahoo.com

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

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

**CHOOSE ONE OF THE FOLLOWING**

\_\_\_ This 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:

James Jay Miller  
Signature of Contractor's Authorized Representative

James Jay Miller  
Name

President  
Title

Dec 1, 2023  
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: Jay's Fencing (Vendor's Company Name)

Certified By:   
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: James Jay Miller, president

Date Certified: Dec. 1, 2023

**ATTACHMENT 13:**

**PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

A. Security.

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

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

- (1) Is licensed to do business in the State of Florida;
- (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
- (3) Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- (4) Is otherwise in compliance with the provisions of the Florida Insurance Code;
- (5) Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
- (6) Has a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
- (7) Has an underwriting limitation of at least two times the dollar amount of the Contract price.

C. Substitute Bond Required. If the Surety Company for any bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by this Contract, the Contractor must, within **five (5) calendar days** thereafter, substitute another Bond and Surety Company, both of which are subject to the City's approval.

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

**ATTACHMENT 14:**

**PERFORMANCE AND PAYMENT BOND**

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

**BOND NO.:** \_\_\_\_\_  
**BOND AMOUNT:** \$ \_\_\_\_\_

**CONTRACTOR NAME:** \_\_\_\_\_  
**PRINCIPAL ADDRESS:** \_\_\_\_\_  
**PRINCIPAL PHONE NO.:** \_\_\_\_\_

**SURETY COMPANY NAME:** \_\_\_\_\_  
**SURETY AGENT:** \_\_\_\_\_  
**PRINCIPAL ADDRESS:** \_\_\_\_\_  
**PRINCIPAL PHONE NO.:** \_\_\_\_\_

**CITY NAME:** \_\_\_\_\_ City of North Port, Florida  
**PRINCIPAL ADDRESS:** \_\_\_\_\_ 4970 City Hall Boulevard  
\_\_\_\_\_ North Port, Florida 34286  
**CITY CONTACT PHONE NO.:** \_\_\_\_\_ (941) \_\_\_\_\_ *[insert project manager number]*

**CONTRACT NO.: (if applicable)** \_\_\_\_\_  
**PROJECT ADDRESS:** \_\_\_\_\_  
**(if applicable)** \_\_\_\_\_ North Port, Florida \_\_\_\_\_ *[insert zip code]*

**DESCRIPTION OF PROJECT:** \_\_\_\_\_  
**(if applicable)** \_\_\_\_\_

**DESCRIPTION OF IMPROVEMENT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**By this Bond**, we, \_\_\_\_\_, as Principal ("Contractor") and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, as Surety ("Surety") are held firmly bound unto the City of North Port, Florida, as Obligee ("City"), in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_, entered into a Contract with City for \_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if Contractor:

1. Performs the Contract dated \_\_\_\_\_, between Contractor and City for construction for the **DESCRIPTION** the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract: and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract: and
3. Pays City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by Contractor under the Contract: and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void: otherwise it remains in full force.

Any action instituted by City under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Contractor and Surety have signed and sealed this instrument as follows:

**CONTRACTOR**

\_\_\_\_\_ *[insert name of principal]*

By: \_\_\_\_\_

\_\_\_\_\_

Title

(SEAL)

\_\_\_\_\_

Date

**SURETY**

\_\_\_\_\_ *[insert name of surety]*

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

Title

\_\_\_\_\_

Date

Any Claims under this bond may be addressed to  
(name and address of Surety):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No: \_\_\_\_\_

Name and address of agent or representative in Florida if different from above:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

**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.

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

Jay's Fencing  
Company Name (Contractor)

26-3184338  
Tax ID Number

James Jay Miller  
Authorized Representative Name

[Signature]  
Authorized Representative Signature

\_\_\_\_\_  
Federal Issued Tax  
Identification Number

\_\_\_\_\_  
CAGE Code issued through [www.sam.gov](http://www.sam.gov)

(If Social Security number DO NOT enter)

DATE: Dec. 1, 2023



**ATTACHMENT 16:**

**CONTRACT 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.