

BID DOCUMENTS

FOR

**CITY OF SOUTH DAYTONA FIRE DEPARTMENT
VEHICLE EXHAUST REMOVAL SYSTEM**



CITY OF SOUTH DAYTONA

**1672 South Ridgewood Ave.
South Daytona, Florida 32119
Telephone: (386) 322-3011 Fax: (386) 322-3008**

Bid No. 22-B-001

DECEMBER 2021

INVITATION TO BID

CITY OF SOUTH DAYTONA FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL SYSTEM

BID NO. 22-B-001

The City of South Daytona is accepting sealed bids for a Vehicle Exhaust Removal System for Fire Station 98 located at 1672 S. Ridgewood Avenue, South Daytona. Bids for **CITY OF SOUTH DAYTONA FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL SYSTEM** for the City of South Daytona, Florida, will be received at the City Manager's office, City Hall., located at 1672 S. Ridgewood Avenue, South Daytona, Florida, until **2:00 P.M. on Thursday, December 30, 2021**, at which time bids will be opened in the Council Chamber Room and publicly read aloud. Bids received after the above time and date will be returned unopened.

DESCRIPTION OF WORK

Furnish and install an exhaust system in Fire Station 98 which shall be designed to vent 100% of exhaust gases and particulate safely out of the fire station. The exhaust system shall be designed and installed by factory trained and authorized personnel, certified by the manufacture of the exhaust system.

The department shall be able to use the exhaust system for performing engine and pumper checks indoors. The system must be designed for high temperature vehicle exhaust fire rescue applications. The system shall automatically activate, disconnect, shutdown, and reactivate upon return without human intervention. This bid shall be a lump sum price and include design, labor, material and installation.

All work is specified within the Bid Documents. A digital copy of the Bid Documents may be obtained free of charge from the Deputy City Clerk Becky Witte, by making a request to bwitte@southdaytona.org. A copy of the Bid Documents is available for public inspection at the City of South Daytona, City Manager's Office, 1672 S. Ridgewood Avenue, South Daytona, Florida 32119. For questions regarding this bid request, please call (386) 322-3011.

Bids shall be:

1. Submitted on standard forms which will be furnished with the Project Manual,
2. Irrevocable after the time and date set for the opening of bids and for a period of 90 days thereafter, and
3. Submitted in sealed envelopes marked "**BID FOR FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL SYSTEM, BID NO. 22-B-001**". In addition, the bidders name and address shall be shown on the outside of the sealed envelope. If submitted by mail or other delivery system, the sealed envelope shall be enclosed in a separate mailing envelope. Facsimile submittals will not be accepted.

4. Bids should be delivered to the Office of the City Manager, 1672 South Ridgewood Avenue, South Daytona, Florida 32119 on or before **2:00 P.M. on Thursday, December 30, 2021.**

The City reserves the right to reject any or all bids, and the award, if award is made, will be made based on the following evaluation factors and the bidder whose qualifications indicate the award will be in the best interest of the City and whose proposal complies with all the prescribed requirements. Selection committee with present top ranked firm to City Council for approval.

CITY OF SOUTH DAYTONA
VOLUSIA COUNTY, FLORIDA

By: Becky Witte, CMC

Deputy City Clerk

Published on: Friday, December 3, 2021

INSTRUCTIONS TO BIDDERS

Project Description

The work of this project consists of design, material, labor and installation for construction of

CITY OF SOUTH DAYTONA FIRE DEPARTMENT STATION 98 VEHICLE EXHAUST REMOVAL SYSTEM BID NO. 22-B-001

Specification Notes and Requirements:

Vehicle Exhaust Removal System Specifications:

Extraction system overview

The exhaust system shall be designed to vent 100% of exhaust gases and particulate safely out of the fire station. The exhaust system shall be designed and installed by factory trained and authorized personnel, certified by the manufacture of the exhaust system. Manufacture shall be required to have a minimum of five years of proven experience in emergency vehicle exhaust extraction equipment.

The department shall be able to use the exhaust system for performing engine and pumper checks indoors.

System must be designed for high temperature vehicle exhaust fire rescue applications. The system shall automatically activate, disconnect, shutdown, and reactivate upon return without human intervention.

Exceptions and variances from any of the specifications outlined in these bid specifications must be acknowledged and listed on a sheet attached to your bid. Failure to list and acknowledge exceptions to the specifications will result in rejection of the bid.

Quality standard assurance and experience:

All standards of quality are meet and adhered to: UL, NFPA, AMCA, IMC, ASME, UMC, NEC and all local and state building codes. A current ISO- 9001-2015 certificate must be included in the bid package from the manufacture of the system for the manufacturing of product.

Independent system testing information documenting the overall effectiveness of the proposed system in a fire bay must be available.

References: Respondents must provide a minimum of 10 fire stations where their product was installed within the last five years. This list must be included to verify

experience in the fire/ rescue market. Reference are only to be provided for specific equipment and model number being proposed for this project.

Manufacturing Experience: Companies that have five years of manufacturing experience in the field of automatic vehicle exhaust removal systems for the fire and rescue market are preferred. The system submitted for bid must be a standard package design to be fully outfitted and executed by manufacturer and installer (if not the same). Piecemealed systems will not be accepted. Product shall have proven history longevity and service in a high-volume department.

Installing contractor must show experience of installing vehicle exhaust removal system in the fire rescue industry.

System description

The exhaust system shall be a source capture system designed to handle exhaust fumes from internal combustion engines. The potential system shall address each of the fire stations three bays with its own capture point. Fans shall be large enough to provide a minimum of 650 cfm per vehicle. System shall be designed to provide as much flexibility as possible to allow vehicles to move from bay to bay and between stations. Tailpipe adapters shall be similar size throughout. Installation must be neat and clean using the best materials available.

An expandable hose track system and suction rails shall be provided to eliminate long hoses within the bays.

Air Volume and Fan Requirements

The exhaust fan for each facility shall provide a minimum of 650 cfm per vehicle at 6.0 inches static pressure loss. Motor/ Blower curve performance information from the manufacturer must be provided with the bid document showing air handling capacity at various static pressure losses.

Exhaust system hose drops shall be the same cross sectional diameter as the vehicle tailpipe or greater. Also, exhaust system shall maintain CFM that matches the cfm of the vehicle engine exhaust when running at 1500 RPM. Hose drops that do not match or exceed the size of the tailpipe and the cfm of the engine's exhaust shall not be accepted.

The fan shall be a backward incline fan made from continuous welded construction. Fan housings that are screwed together or riveted are not acceptable. Fans shall be tested and balanced prior to installation, be manufactured in an ISO Certified Facility in accordance to AMCA Certification Standards. A safety disconnect in the vicinity of the blower fan motor must be provided. A master kill switch must also be provided.

Turnkey Installation

The exhaust system shall be fully installed and include the exhaust fans, control boxes, ductwork, tracks, hoses and nozzles. All electrical work from the panel out is included in this scope of work. The city shall be notified if any electrical upgrades are needed prior to construction. Tailpipe modifications from the muffler out on all fire department vehicles are required to ensure proper system operation are to be included in the scope of the work. All duct material installed shall conform to existing Class II SMACNA

Standards. An appropriate rain cap shall be provided for each point of exit at exterior of building.

All system components shall be labeled with manufacturer identification and be standard equipment from the manufacturer.

Installation of exhaust system shall be accomplished by a factory trained and authorized installation team that specializes in the business of installing emergency response exhaust systems. Name of installation firm must be indicated in the bid document with exhaust removal system experience provided.

Nozzle Attachment

The Exhaust Capture System must provide complete, 100% exhaust removal at the source from vehicle start up to exit of the apparatus from the station. In no event shall the nozzle allow for the potential escaping of diesel exhaust into the bay area. A check valve is required to stop contaminant from escaping into the bay area. It is a requirement of this bid that the system be capable of capturing 100% of exhaust gas and particulate even in the event the fan does not activate. Any nozzle that does not completely seal around the tailpipe will not be accepted.

The exhaust system shall be attached to the vehicle within 3 feet of the door threshold.

The system shall be designed so that attachment to exhaust hose is accomplished by the operator standing erect and with one simple motion to connect system to the vehicle.

A rigid lower hose section with handle shall be provided to allow for easy hose connection.

The nozzle shall allow for the introduction of ambient air to significantly cool the air stream inside the hose and prolong the life of the equipment. Any system that does not seal around the tailpipe and allow for cool ambient air introduction shall be eliminated.

All adapters and nozzles shall be of similar size to allow vehicles to freely move from bay to bay. No nozzle adapter shall exceed 7inch diameter to allow adequate ground to tailpipe clearance.

Tailpipe adapter and nozzle must have an inlet 5 inches or greater as to not impede exhaust airflow. Nozzle to flex hose elbow transition must also be 5 inches or larger to maximize airflow.

Adapter and nozzle shall be manufactured primarily of rust resistant material to ensure consistent, good connection.

Nozzle Release and Material

The release of the nozzle shall occur by a forward motion of an apparatus. The separation shall be accomplished by a simple mechanical release. Systems requiring support systems for nozzle separation such as pneumatics or electronics are not accepted.

The disconnection of the hose shall not be *speed dependent and* have a balancer that helps lift the exhaust nozzle off the vehicle tailpipe. The nozzle must separate from the tailpipe at the same point each time regardless of the speed of the vehicle.

Any auto-release system that is speed sensitive requiring the driver to modify the exit speed to control the nozzle release shall not be accepted. Any nozzle requiring trip switches and support systems such as compressed air or electrical support to operate or release are not accepted.

Release of nozzle from the tailpipe shall not cause tugging or stretching of the hose to occur. Stress from separation and transporting of the hose to the door shall be borne by an internal cable to prolong life of the hose.

Nozzle elbows constructed of one piece, cast aluminum are preferred to eliminate the possibility of denting, rusting and breaking.

Sliding Aluminum Track/ Expandable Hose Track

The exhaust system shall use a lightweight aluminum track support system to convey the exhaust hose from door threshold to vehicle park position. The aluminum track shall be of box lock design with two cross supports for rigidity. Systems that use steel uni-strut or aluminum H track design are not acceptable.

An expandable hose track system shall be offered in the station to eliminate hose loops. The expandable hose shall be 6 inch diameter and have a compression/expansion ratio of 6:1. The expandable hose shall be attached to the track using a set of trolleys secured to the hose at 9 inch intervals.

Rail and track system must be supported using adjustable, telescopic support legs allowing for future adjustment and changes to the system.

Suction Rail

The suction rail system shall be comprised of six feet (6') Aluminum Material shall be 6063-T-5 with a standard mill finish.

The aluminum suction rail shall be constructed from a one-piece continuous extruded aluminum profile. Construction shall be 6" round in diameter, with guide rails on each side to accommodate the external trolley assembly, and molded slots on the top for leg and support bracing

The trolley assembly shall be of external guide rail design. Four Delrin wheels must be out of the exhaust airstream and allow the trolley assembly to roll freely along the external guide rails. The chassis shall include a fitted cone assembly, designed to part the memory sealing lips. The cone assembly shall be designed with a series of friction rollers. These rollers shall be designed to reduce the resistance between the memory lips and the cone assembly.

Shock absorber assembly shall incorporate an adjustable hydraulic cylinder, capable of reducing the forward impact of the trolley assembly, without causing damage to either the suction rail or the trolley assembly.

A rubber bumper shall be located on the trolley assembly and designed as a contact point. The hydraulic cylinder shall be equipped with a rubber bumper end stop. Both

bumpers shall be designed to align upon impact, and at no time shall metal to metal or plastic to metal contact be allowed.

The System Balancer

The hose balancer shall be designed to operate as a non-locking or self-locking adjustable balancer with a lifting capacity of no less than 31 lbs. to keep hose off bay floor.

Hose shall be supported by the balancer using a lifting elbow with an internal cable to reduce stress and wear and tear to the hose. Internal cable shall reduce risk of the hose stretching.

Extraction System Exhaust Hose

The flexible exhaust hose is manufactured for the sole purpose of venting high temperature exhaust gases which are produced by internal combustion engines.

This construction of hose must be capable of operating at a continuous minimum temperature of 400°F and intermittent temperatures of 550°F. Hoses that are not rated at or higher than these temperatures will not be accepted. Testing support data verifying the hose rating must be included in the submittal portion of this bid package.

Five-inch diameter flex hoses are preferred to smaller hoses to provide less static pressure loss and more efficient fan performance.

A two-foot, rigid, lower section hose shall be included with extreme heat tolerance. Hose shall be tested by independent certified laboratory to be capable to 1000°F. Lower section hose additionally shall be flame retardant and be constructed using engineered materials to maintain shape and integrity.

Auto-Start Control System

Shall be designed to sense the output pressure normally generated by any internal combustion engine. When the nozzle is connected to the vehicle's exhaust tailpipe and the vehicle is started by the operator, an automatic controller will sense the increased output pressure and shall be detected by a pressure sensor and activate the exhaust fan.

A low voltage timer will keep the exhaust fan operating for a period of time designated by manufacture recommendations As an option, ignition start activation may be also offered for consideration.

Electrical controller must be UL listed/approved and manufactured in accordance with Underwriters Laboratories standard UL-508 enclosed industrial control panels and incorporate a limited energy control circuit. For safety the enclosure must be NEMA4X rated fiberglass construction with a watertight seal.

System Warranty

Complete exhaust system parts warranty shall be for a minimum of 5 years. A warranty certificate describing the warranty to be provided must be included in the bid. Location and name of nearest service outlet should be listed in the bid. Location of parts inventory shall be indicated as well. All equipment must be supplied by one system

manufacturer with the complete system covered in its entirety by the manufacturer's warranty.

POINT OF ORIGIN:

Equipment shall be manufactured by a U.S. Company that is base headquartered in the USA. Systems that are built using 100% American parts supplied from U.S. vendors are preferred.

ADDITIONAL REQUIREMENTS:

1. Proposal cost includes obtaining a building permit from the City for construction.
2. Must be a licensed contractor in Volusia County.
3. City Council will award contract based on selection committee recommendation.

Examination of Contract Documents and Site

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

On request Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

Bid Coordinator

The coordinator for this Bid is:

Becky Witte, Deputy City Clerk

bwitte@southdaytona.org

Phone: 386-322-3011

The City will not respond to oral inquiries. Respondents may submit written (by email only) inquiries regarding this bid to the coordinator. **Written inquiries must be received by Thursday, December 16, 2021 by 4:00pm to be considered.** The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. **Any and all addendums will be posted on the City website on Tuesday, December 21, 2021.** It shall be the responsibility of the Respondent, prior to submitting a bid, to determine if addenda were issued, acknowledging same, and incorporating them into the bid.

SCHEDULE

The City reserves the right to modify these timelines and schedules at any time for any reason.

Wednesday, December 1, 2021	Distribute Bid Document
Thursday, December 16, 2021 at 9:00am	Pre-Bid Meeting and Site Walk
Thursday, December 16, 2021 at 4:00pm	Written Questions Due <i>Questions regarding responses to this Request for Proposals (RFP) must be in writing through e-mail to Becky Witte, Deputy City Clerk at bwitte@southdaytona.org.</i>
Tuesday, December 21, 2021	City to respond to Questions
Thursday, December 30, 2021 at 2:00pm	Proposals Due to the City
Tuesday, January 4, 2022	Selection Committee Meeting (<i>tentative date</i>)
Tuesday, January 11, 2022 at 6:00pm	Presentation/Recommendation of Selection Committee to the City Council

Pre-Bid Meeting

Due to the nature of the work involved, and to allow proposers to view the area and gain further understating of the project, all prospective bidders are invited to a pre-bid meeting on Thursday, December 16, 2021 at 9:00am at South Daytona Fire Station 98, located at 1672 S. Ridgewood Avenue, South Daytona, Florida.

Indemnity and Insurance

The Contractor shall not commence work under this Contract until he has obtained all insurance required by these Specifications and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

The Contractor shall submit certificates or other documentary evidence to the Owner for approval, covering Workmen's Compensation Insurance and Public Liability and Property Damage Insurance as well as any other insurance required by the Contract Documents. Each certificate or other documentary evidence presented shall contain therein or have contained in a rider attached thereto and made a part thereof, a clause to the effect that the insurer will notify the insured and the Owner in writing thirty (30)

days prior to the cancellation of the policy. The certificate for each policy shall be executed in quintuplicate, or in as many copies as the Owner may require.

The Contractor shall be held responsible for all accidents and shall indemnify to the extent permitted by law and protect the Owner from all suits, claims and actions brought against it, and all cost or liability, including attorney's fees, to which the Owner may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work or from any improper or inferior workmanship or from inferior materials used in the work.

Should a Contractor in the performance of his/her Contract cause damage to any person, any property, or work of another Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

The status of the Contractor in the work to be performed by him/her under this Contract is that of an independent Contractor and that, as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things; and that, as such, he/she alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his/her subcontractors, agents, or employees have been negligent; and that the Contractor shall keep the Owner free, and discharge of, and from any and all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and all of its officers, agents and employees from all suits or actions at law caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner.

Volusia County Licensing Program

The City of South Daytona wants to ensure that all bidders are licensed to do work in Volusia County. All bidders must be registered with the Volusia County Licensing Program prior to start of any construction activities associated with this project. The bidder's name must match the Licensee name in order to qualify.

Payment of Taxes

The Contractor will be responsible for payment of all Excise, Sales and Use Taxes, and all other taxes required by law on all materials, tools, apparatus, equipment, fixtures, and incidentals which he purchases or uses for the purpose of fulfilling the work of this Contract, and he/she shall include all amounts required for such taxes with the item prices bid in his Proposal. No additional payment will be made to cover such taxes. Each Bidder shall thoroughly familiarize himself before submitting a Proposal, with all laws requiring the payment of taxes.

Special Requirements

Prohibited Interests. No official of the Owner who is authorized in such capacity, and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

Performance of Work by Contractor. The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the Owner. The Contractor shall perform on the site and with his own organization work equivalent to not less than 50 percent of the total dollar value of the work to be performed under this contract except that work designated hereinafter as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

Sworn Statement on Public Entity Crimes. 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 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

BID FORM

BIDDER'S NAME: _____

PROJECT IDENTIFICATION: CITY OF SOUTH DAYTONA FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL SYSTEM

CONTRACT IDENTIFICATION AND NUMBER: 22-B-001

**THIS BID IS SUBMITTED TO: CITY OF SOUTH DAYTONA
1672 SOUTH RIDGEWOOD AVENUE
SOUTH DAYTONA, FLORIDA 32119**

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation and labor and to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. The BIDDER agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the lump sum price for the work items submitted herein with this Bid.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BID

The undersigned offers to furnish all design work, materials, equipment and labor for the "**CITY OF SOUTH DAYTONA FIRE DEPARTMENT VEHICLE EXHAUST REMOVAL SYSTEM - BID NO. 22-B-001**," for the City of South Daytona, Florida, complete in every respect in strict accordance with the drawings, specifications, exhibits, figures and any future changes therein.

The LUMP SUM bid total per property is:

_____ Dollars
(In Words)

(In Figures) \$_____.

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No _____ for
_____. This sworn statement is submitted by
_____ whose business address
is _____ and (if applicable)
its Federal Employer Identification Number (FEIN) is _____. (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.) My name is _____ any my
relationship to the entity named above is _____.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a)**, Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

(Signature) _____ Date: _____

STATE OF FLORIDA, COUNTY OF VOLUSIA

This document was sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____,

he/she is personally known to me or has presented _____ as identification

_____(Notary).

Once awarded, the applicant will enter an Independent Contractor's Agreement similar to the one below:

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this ____ day of _____ 20__, by and between the **CITY OF SOUTH DAYTONA**, a Florida municipality (hereinafter the "CITY") and _____, a Florida corporation (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY is a political subdivision of the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of South Daytona; and

WHEREAS, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is in the business of constructing monument signs in the City of South Daytona and elsewhere in the State of Florida; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

WHEREAS, CONTRACTOR was the successful bidder of a project competitively bid and identified as Invitation to Bid #22-B-001 for City Of South Daytona Fire Department Vehicle Exhaust Removal System which satisfies the CITY's Procurement Policy; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid or quotation documents issued in connection with this project.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the Scope of Services, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, hereinafter the "Bid Documents, as applicable." The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. Commencement and completion/Term.

- a. CONTRACTOR must commence work under this Agreement within 30 days upon receipt by CONTRACTOR of the Notice of Award, and must substantially complete the work not later than 90 calendar days thereafter, and to fully complete the work within 120 calendar days. The CONTRACTOR shall not be entitled to any damages on account of hindrances or delays in construction from any cause whatsoever. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope of work, or substantial increases in the costs of performing the work under this Agreement.
- b. Liquidated damages will be assessed against CONTRACTOR in the amount of \$500 per day, for each day after each construction milestone that the work contemplated by this Agreement is incomplete.

4. Payment.

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in Exhibit "A", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Services, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in Exhibit "A".
- b. Progress payments, if any, will be made as set forth in Exhibit "A".
- c. The CITY reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR

must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance of work product, payment, and warranty.** Upon receipt of a periodic work product, or notice that work has progressed to a point of payment in accordance with Exhibit “A” attached or the Bid Documents, if any, together with an invoice sufficiently itemized to permit audit, the CITY will diligently review those documents. When it finds the work acceptable under this Agreement the installment payment, found to be due to CONTRACTOR, will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit “A”. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR’s industry or profession to be a reliable basis and foundation for CONTRACTOR’s work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR’s professional judgement that the data or information provided by the CITY for use in CONTRACTOR’s work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR’s failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

- a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

7. **Project management.**

- a. The Project Managers for this project are as follows. Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 8 below and does not require an amendment to this Agreement.
- b. CITY’s Project Manager is: [...].

- c. CONTRACTOR's Project Manager is: [...].
8. **Notices.** All notices to the parties under this Agreement must be in writing and sent certified mail to:
- a. To CITY: The City of South Daytona, Attention: City Manager, 1672 Ridgewood Ave., South Daytona, Florida 32119;
 - b. To CONTRACTOR: [...], Attention: [...], President, [insert street address], [insert city, state, zip].
9. **Insurance.**
- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
 - b. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:
 - i. Workers' Compensation (unless exempt) with Employers' Liability with a limit of \$500,000.00 each accident, \$500,000.00 each employee, \$500,000.00 policy limit for disease;
 - ii. Commercial General Liability (CGL) insurance with a limit of not less than \$300,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$600,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.00;
 - iii. Commercial Automobile Liability Insurance with a limit of not less than \$300,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and
 - iv. Fire damage liability shall be included at \$300,000.00.

- c. CONTRACTOR must furnish the CITY with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30 day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities.
 - d. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.
10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
 - b. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
 - c. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate.

CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

d. **Discrimination.**

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

e. **Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

f. **Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.
 - ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
 - iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.
- g. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

h. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY's custodian of public records, provide the CITY 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 in Chapter 119 or as otherwise provided by law.
 3. Ensure that public 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 this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored 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.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS,**

**DEPUTY CITY CLERK, AT 386-322-3011; bwitte@southdaytona.org;
MAILING ADDRESS: 1672 Ridgewood Ave., South Daytona, FL 32119.**

- i. **Federal or State Funding.** If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.
 - i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
 - ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
 - iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
 - iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
 - v. Liability Insurance. Contractor shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an

"occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.
- j. **E-Verify Compliance.** Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.
- k. **Federal-Aid Construction Contract.** If this is a federal-aid construction project, it shall be subject to the provisions in Exhibit "A", which is attached hereto and incorporated herein by reference.

11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

- a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.
- b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the City staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.
- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil

commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the CONTRACTOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.
- j. **Law; Venue.** This Agreement is being executed in Volusia County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Volusia County, Florida.

12. Special Provisions.

- a. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CITY OF SOUTH DAYTONA,
A Florida Municipality

WILLIAM C. HALL, Mayor

ATTEST:

(Seal)

JAMES L. GILLIS, City Manager

Date signed by CITY: _____

[...]

by _____
[...], as its President and authorized agent

(CORPORATE SEAL)

ATTEST:

[...], Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2021, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

BOND

In accordance with section 255.05, Florida Statutes, the Bidder, if awarded the Contract and the bid amount is \$100,000 or more, shall execute and file acceptable performance and payment bonds equal to 100% of the contract price within ten (10) days after written notice of the award of contract. No bidder may withdraw their bid for a period of ninety (90) days after the date set for opening of bids.

Equal Opportunity Clause

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 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.
- 4) 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.
- 5) 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.
- 6) 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.

- 7) 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.