3

**SUBJECT: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**BID #: PSC-0354-22** **OPEN DATE: 04/29/2020**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – TERM OF AGREEMENT SHALL BE FROM JULY 27, 2020 THROUGH JUNE 30, 2024, WITH ONE (1) YEAR RENEWAL OPTION**

**AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT**

**BASIS OF AWARD: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )**

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to increase and amend the award (POA-71672-22/Amendment No.5) with Southern Recreation, Inc., to Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment, for additional work needed at James P Small Park. The requested total expenditure not-to-exceed $393,845.00. The revised total not-to-exceed maximum indebtedness will be $5,989,995.00.

Funding Source: 32111.167101.565051.010426.00000000.00000.0000000, to be executed by formal contract Amendment #5 (City Contract #71672-22) through the Office of General Counsel and process by purchase order.

**ATTACHMENTS:** Recommendation Memo; Vendor Quote; Previous Awards

**ANALYST:** _____ RENATA BARNETT **RESPECTFULLY SUBMITTED** _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Jill Enz, Chief of Natural and Marine Resources

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**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

---

**ACTION OF AWARDING AUTHORITY** DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

A NEW DAY.

# City of Jacksonville, Florida

*Donna Deegan, Mayor*

Parks, Recreation & Community Services Department
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

March 14, 2024

**MEMORANDUM**

**TO:** Dustin Freeman, Chief
Procurement Division

**FROM:** Jill Enz, Chief of Natural and Marine Resources

**RE:** Amendment 5-PSC-0354-22 Piggyback St Johns Piggyback St Johns County, FL 20-MCC-SOU-12304 for Various Parks-Award Increase for James P Small Park City Contract #71672-22

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The Parks, Recreation and Community Services Department respectfully request to increase PSC-0354-22 with Southern Recreation, Inc for $393,845.00 for additional work needed at James P Small Park.

The funding source will be:

32111.167101.565051.010426.00000000.00000.0000000

The total not-to-exceed maximum indebtedness will be $5,989,995.00.

The funds will be encumbered by individual purchase order under POA-71672-22.

If you have any questions or if further information is required, please contact Sharon Covart 255-8765.

JE/sc

Attachment: Supplier's Quote
City Contract# PSC-0354-22

| Proposed Date | MARCH 8, 2024 |
|---|---|
| Expiration Date | APRIL 8, 2024 |

## Southern Recreation

*Play for all ages*

**4060 Edison Avenue**
**Jacksonville, Florida 32254**
**Phone 904-387-4390 Fax 904-387-4391**
**terry@southernrecreation.com**
**www.southernrecreation.com**

PROJECT NAME:
**James P Small Park**
**Jacksonville, FL**

PROPOSED TO
**Jill Enz 904-255-7941**
**City of Jacksonville**
**Parks and Historic Preservation Section.**
**214 North Hogan Street**
**Jacksonville, FL 32202**
**jenz@coj.net**

BILL TO **Same**

| SALESPERSON | SHIPPING METHOD | PAYMENT TERMS |
|---|---|---|
| Terry | Installed | Net 30 |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|---|---|---|---|---|
| 1ea. | | Additional Cost for Base work for Turf-includes adding an additional 12" drainpipe to the Myrtle St. Storm Drain System | | 118,990.00 |
| 1ea. | | Additional Cost for Turf/Installation | | 45,000.00 |
| 1ea. | | Replace all existing Fencing w/ new 6 Gauge Black Vinyl Fencing-300'LF of 20' High, 420'LF of 10' High, 40'LF of 8' High and 540'LF of 6' High. All Gates as per currently in place. All framework to be SS20 Posts and Rails. Includes new fencing in front of first base dugout and fencing to enclose third base dugout | | 175,500.00 |
| | | Note-Pricing includes all demo and disposal of all fencing and fence footers as well as 600'LF of 6' High Temporary Fencing for park security during installation | | |
| | | Note-Fence posts to be in concrete perimeter curbing-Foul lines only | | |
| 1ea. | | 10'x30' Third Base Dugout-Dugout to have a 16'x30' concrete pad-dugout to be located 6' behind third base foul line fencing and have 6' of open area. The dugout to be constructed w/ CMU concrete block and have a green metal roof. Block to be primed and painted-inside and out. Dugout shall have an open face | | 19,900.00 |
| 1ea. | BBCFP-20 | Pair of 20' Foul Poles w/ 10' wings | | 2,500.00 |
| 1ea. | PPM1810 | Pitching Mound-full major league size-covered with turf | | 20,465.00 |

| | | | | |
|---|---|---|---|---|
| 2ea. | 27DSBPBA | 27' Two Tier Aluminum Dugout Benches w/ back | 2,995.00 | 5,990.00 |

| | |
|---|---|
| Subtotal | 388,345.00 |
| Tax Rate | .07 |
| Tax | Exempt |
| Freight | 1,500.00 |
| Installation | 4,000.,00 |
| Total Due | 393,845.00 |

***Terms and Conditions and Required Signature on next page.***

## Southern Recreation, Inc. Terms and Conditions

**Payment A 50% deposit is required to begin project.** The deposit is non-refundable. If equipment is refused when delivery is attempted you will be responsible for any resulting charges. A signed terms and condition and payment of the deposit indicates that you are in full agreement with all terms and conditions of this proposal including the following: Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented.

Balance of monies are due immediately upon completion and acceptance by the owner of the equipment and installation.
Installation, site work, drainage, equipment removal, building permits, engineered drawings, etc. as listed below are not included **unless specifically noted on the proposal.**

**Installation may include the following:** Permitting if required for the State of Florida - State Certified Contractor CBC1252594
Site Preparation to include equipment removal, excavation, grading and drainage
Concrete work to include Curbing for containment and Sidewalks for accessibility
Installation of your Playground by *NPSI and Factory Certified Installers
Safety Surfacing as propose- Engineered Wood Fiber, Poured-In- Place Rubber
Surfacing, Loose Fill Rubber or Synthetic Turf
Complete site clean up and playground inspection upon completion
*National Playground Safety Institute Certified Playground Safety Inspectors

**Southern Recreation Responsibilities** Southern Recreation (SR) is responsible for the acceptance of all freight deliveries that includes the installation of the equipment. All equipment will ship to our warehouse for acceptance and inventory. Equipment will be transported to the installation site on fully insured SR trucks and trailers. SR is responsible to secure the site and equipment while the installation is in progress. All equipment to be installed per CPSC and ASTM guidelines for proper spacing and elevations. SR is responsible for trash removal as a result of the installation

**Owners Responsibilities** Provide access to the installation site. Provide area for storage and staging if needed. Security at the installation site both during and after work hours. To provide sufficient input for equipment locations so as to properly install per the owners intent-
**Note:** All equipment installation must meet CPSC and ASTM guidelines for proper spacing. **SR WILL NOT INSTALL** any equipment outside of these spacing guidelines

**Optional Responsibilities** If a building permit is required, it is the responsibility of the owner to provide SR will all necessary documentation as needed-this would include an acceptable site plan, warranty deed (if needed), owners notarized signatures on permit and Notice of Commencement and all other documentation as required by the local building department of jurisdiction in order to execute the permit. Charges for permitting will include an administrative fee and actual permit cost. Any other SR responsibilities must be clearly outlined in the applicable proposal/contract

**Access/Utilities** Access will need to be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage.

**Rock/Foreign Object Clause** Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in- place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

**Playground Surfacing** All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Signature of owner or owners rep indicates acceptance of the above terms and conditions

**Authorized signature** *Terry Rogers* **Terry Rogers, President**

**Accepted by**_____ **Date** _____

**Billing Name and Address:** _____ **Billing Email:** _____

_____

*Please sign and fill in the information where the project invoice will be billed to.*

**Southern Recreation, Inc.** **4060 Edison Avenue, Jacksonville, Florida 32254**

**SUBJECT: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**BID #: PSC-0354-22** **OPEN DATE: 04/29/2020**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – TERM OF AGREEMENT SHALL BE FROM JULY 27, 2020 THROUGH JULY 26, 2023, WITH TWO (2) ONE (1) YEAR RENEWAL OPTION**

**AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT**

**BASIS OF AWARD: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )**

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment with SOUTHERN RECREATION, INC. for the playground equipment at Various Duval County Parks Location listed below. This is a one-time purchase. The total requested expenditure not-to-exceed $834,834.00.

| | |
|---|---|
| Argyle Forrest | $107,963.00 |
| Adolph Wurn | $102,990.00 |
| Ortega Hills | $112,175.00 |
| Riverview Park | $ 89,830.00 |
| Joe Davis Park | $102,846.00 |
| Panama Park | $107,164.00 |
| Robert F. Kennedy Park | $102,433.00 |
| Henry L. Brown Kooker | $109,433.00 |
| | $834,834.00 |

Funding Source: 32111.167101.565051.010422.00000000.00000.0000000
To be executed by formal contract through the Office of General Counsel and processed by purchase order.

**ATTACHMENTS:** Recommendation Memo; Vendor Quote; Risk Approval; Contract

**ANALYST:** _____ RUBEN OLA

**RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Daryl Joseph, Director of Parks, Recreation and Community Services Department

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**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 3/10/2022

_____ _____ OTHER: _____
_____ _____
_____ _____

**SUBJECT: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**BID #: PSC-0354-22** **OPEN DATE: 04/29/2020**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – TERM OF AGREEMENT SHALL BE FROM JULY 27, 2020 THROUGH JULY 26, 2023, WITH TWO (2) ONE (1) YEAR RENEWAL OPTION**

**AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT**

**BASIS OF AWARD: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )**

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to increase award amount by $2,381,000.00 to Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment with SOUTHERN RECREATION, INC. for additional playground equipment at Drew Park and James Small Park listed below. The revised total award expenditure not-to-exceed $3,215,834.00.

| | |
|---|---|
| Drew Park | $905,000.00 |
| James Small Park | $1,476,000.00 |

Funding Source: 32111.167101.565051.010422.00000000.00000.0000000, to be executed by formal contract amendment through the Office of General Counsel and process by purchase order.

**ATTACHMENTS:** Recommendation Memo; Vendor Quote; Risk Approval; Previous Award

**ANALYST:** _____ RUBEN OLA **RESPECTFULLY SUBMITTED** _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Daryl Joseph, Director of Parks, Recreation and Community Services Department

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**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 8/18/2022

OTHER: _____

**ACTION OF AWARDING AUTHORITY** DATE 8/18/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____ Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

**SUBJECT: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**BID #: PSC-0354-22** **OPEN DATE: 04/29/2020**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – TERM OF AGREEMENT SHALL BE FROM JULY 27, 2020 THROUGH JULY 26, 2023, WITH TWO (2) ONE (1) YEAR RENEWAL OPTION**

**AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT**

**BASIS OF AWARD: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )**

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to increase the award by $208,351.00 with SOUTHERN RECREATION, INC. to Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment for removal and installation of fencing at Drew Park. The revised total award expenditure not-to-exceed $3,424,185.00.

Funding Source: 32111.167101.565051.010422.00000000.00000.0000000, to be executed by formal contract amendment no. 2 (City Contract No. 71672-22) through the Office of General Counsel and process by purchase order.

**ATTACHMENTS:** Recommendation Memo; Vendor Quote; Previous Award

**ANALYST:** _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

**CONCURRENCE BY:** Daryl Joseph, Director of Parks, Recreation and Community Services Department

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**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 2/2/2023

_____ _____ OTHER: _____

_____ _____

_____ _____

**ACTION OF AWARDING AUTHORITY** DATE 2/6/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____
Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

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**SUBJECT: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**BID #: PSC-0354-22** **OPEN DATE: 04/29/2020**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – TERM OF AGREEMENT SHALL BE FROM JULY 27, 2020 THROUGH JULY 26, 2023, WITH TWO (2) ONE (1) YEAR RENEWAL OPTION**

**AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT**

**BASIS OF AWARD: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )**

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to increase and amend the award with SOUTHERN RECREATION, INC. to Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment, for the installation of conduit and wire for pole lights, score boards, and new irrigation system at Drew Park in the amount of $442,544.00. This is also to request for the installation of playground equipment at Tillie Fowler Regional Park in the amount $575,335.00. The requested total expenditure not-to-exceed $1,017,879.00. The revised total award expenditure not-to-exceed $4,442,064.00.

Funding Source: 32111.167101.565051.010422.00000000.00000.0000000, to be executed by formal contract amendment #3 (City Contract #71672-22) through the Office of General Counsel and process by purchase order.

**ATTACHMENTS:** Recommendation Memo; Vendor Quote; Previous Awards

**ANALYST:** _____ RUBEN OLA **RESPECTFULLY SUBMITTED** _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION FOR

**CONCURRENCE BY:** Daryl Joseph, Director of Parks, Recreation and Community Services Department

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**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 5/18/2023

_____ _____ OTHER: _____
_____ _____
_____ _____

**ACTION OF AWARDING AUTHORITY** DATE 5/18/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

4

**SUBJECT: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**BID #: PSC-0354-22** **OPEN DATE: 04/29/2020**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – TERM OF AGREEMENT SHALL BE FROM JULY 27, 2020 THROUGH JUNE 30, 2024, WITH ONE (1) YEAR RENEWAL OPTION**

**AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT**

**BASIS OF AWARD: Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment – Various Duval County Parks Location**

**NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )**

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval to increase and amend the award with Southern Recreation, Inc., to Piggyback St. Johns County, FL 20-MCC-SOU-12304 Bid No. 20-46 Park & Playground Equipment, for the demolition and installation of synthetic turf and fencing at Losco Regional Park. The requested total expenditure not-to-exceed $1,154,086.00. The revised total award expenditure not-to-exceed $5,596,150.00.

Funding Source: 32124.167101.565051.006004.00000000.00000.0000000, to be executed by formal contract amendment #4 (City Contract #71672-22) through the Office of General Counsel and process by purchase order.

**ATTACHMENTS:** Recommendation Memo; Vendor Quote; Previous Awards

**ANALYST:** _____ RUBEN OLA **RESPECTFULLY SUBMITTED** _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

**CONCURRENCE BY:** Daryl Joseph, Director of Parks, Recreation and Community Services Department

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**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 10/19/2023

_____ _____ OTHER: _____
_____ _____
_____ _____

**ACTION OF AWARDING AUTHORITY** DATE 10/19/23

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Karen Bowling
Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

**AGREEMENT**
**(UTILIZING ST. JOHNS COUNTY CONTRACT NO. 20-MCC-SOU-12304 BID NO. 20-46)**
**BETWEEN**
**THE CITY OF JACKSONVILLE**
**AND**
**SOUTHERN RECREATION, INC.**
**FOR**
**PARK AND PLAYGROUND EQUIPMENT-**
**VARIOUS DUVAL COUNTY PARK LOCATIONS**

**THIS AGREEMENT** for the purchase and installation of park and playground equipment at various Duval County park locations (the "Projects") is made and entered into in duplicate effective as of the 15 day of April, 2022 (hereinafter the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and the laws of the State of Florida (hereinafter the "City"), and **SOUTHERN RECREATION, INC.**, a Florida profit corporation with principal office at 4060 Edison Avenue, Jacksonville, Florida 32254 (hereinafter the "Contractor").

**RECITALS:**

**WHEREAS**, effective July 27, 2020, St. Johns County, Florida entered into St. Johns County Contract No. 20-MCC-SOU-12304 Bid No. 20-46 with Contractor (hereinafter the "County Contract"), attached hereto as **Exhibit A** and incorporated herein by this reference, for procurement and installation of park and playground equipment at various Duval County park locations; and

**WHEREAS**, said County Contract is in full force and effect until July 26, 2023, and has been competitively procured and awarded by St. Johns County as contracting authority according to law; and

**WHEREAS**, the Jacksonville Procurement Code, more particularly Section 126.211, *Ordinance Code*, authorizes and allows City to use, *inter alia*, contracts of other governmental entities, including states and counties, which have been competitively procured and awarded; and

**WHEREAS**, the County Contract is broad enough to include the various Projects and Contractor has agreed to allow City to use the County Contract; and

**WHEREAS**, it is in the best interests of the parties to use the County Contract for the various Projects and to add those contractual provisions City is required to use by ordinance or policy; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

**ARTICLE 1: Incorporation of Recitals:**

The above-stated recitals are accurate, true, and correct and are made a part hereof and are incorporated herein by this reference.

**ARTICLE 2: Engagement of Contractor:**

City hereby engages Contractor and Contractor hereby accepts said engagement for the purpose of providing park and playground equipment to City for various Duval County park locations. as described in and according to the provisions of the County Contract and its exhibits. work and services descriptions, and quotations made thereunder and the quotation submitted to St. Johns County by Contractor (hereinafter the "Equipment"), together identified as **Exhibit A** and by this reference made a part hereof and incorporated herein, and in accordance with the other provisions required by law, ordinance, or policy for City contained in this Agreement. Said **Exhibit A** is on file in City's Office of General Counsel, 117 West Duval Street, Suite 480. Jacksonville, Florida 32202. With respect to the Projects, the provisions, terms, and conditions of the County Contract shall apply unless specifically preempted herein. Therefore, any conflict between the provisions of this Agreement and those in the County Contract shall be resolved in favor of this Agreement, with the provisions of this Agreement superseding any conflicting provisions in the County Contract, but only to the extent of any conflict.

**ARTICLE 3: Coordination and Services Provided by CITY:**

City shall designate for the Projects a Project Coordinator who will, on behalf of City, coordinate with Contractor and administer this Agreement according to the terms and conditions contained herein and in the exhibits attached hereto and made a part hereof. It shall be the responsibility of Contractor to coordinate all Project-related activities with the designated Project Coordinator. City's Project Coordinator shall be: Jill Enz (Telephone: (904) 255-7941; FAX: (904) 255-7940; Email: jenz@coj.net).

**ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities:**

The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein until completion of the Projects. During said period of time, the Equipment provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the same at the contract price provided herein.

**ARTICLE 5: Payments for Services of Contractor:**

5.1. The various Projects constitute one-time purchases. On Contractor's faithful performance of the various Projects covered by this Agreement, City will pay the Contractor in accordance with the terms and on the conditions stated in the County Contract.

5.2. Notwithstanding any contrary provision in **Exhibit A,** the maximum indebtedness of City for all fees, reimbursable items, or other costs for the various Projects assembled and installed by Contractor pursuant to this Agreement shall not exceed the sum of EIGHT HUNDRED THIRTY-FOUR THOUSAND

EIGHT HUNDRED THIRTY-FOUR AND 00 100 USD ($834,834.00).

**ARTICLE 6: Indemnity**

Contractor shall indemnify City as set forth in **Exhibit B**.

**ARTICLE 7: Insurance**

Contractor shall procure and maintain the insurance coverages set forth in **Exhibit C**.

**ARTICLE 8: Notice:**

In addition to the notice requirement in **Composite Exhibit 1**, notice to City under this Agreement shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

Jill Enz, PLA, ASLA
Parks, Recreation and Community Services
214 North Hogan Street, Suite 400
Jacksonville Florida 32202

Greg Pease, Chief
Procurement Division
214 North Hogan Street
Jacksonville, Florida 32202

**ARTICLE 9: Laws, Ordinances, Rules, and Regulations:**

As required by Section 126.108(b), *Ordinance Code*, in providing the Equipment for the Projects, Contractor must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law), and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the work contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this article shall be incorporated into and become a part of the subcontract.

**ARTICLE 10: Conflict of Interest:**

The parties will follow the provisions of Section 126.112, *Ordinance Code*, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with City to the extent the parties are aware of the same.

**ARTICLE 11: Governing State Law/Severability/Venue:**

The rights, obligations, and remedies of the parties as specified under the Agreement shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

**ARTICLE 13: Counterparts:**

The parties agree that for the execution of this Agreement, time is of the essence. Therefore, this

Agreement and all amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile ("fax") transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**ATTEST**

By _____
James R. McCain,
Corporation Secretary

**CITY OF JACKSONVILLE**

By _____
Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

In compliance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement, and that provision has been made for the payment of the monies provided therein to be paid.

_____
Director of Finance
City Contract No.

**WITNESS**

By _____
Signature
Sue Box
Type/Print Name
Office Manager
Title

**SOUTHERN RECREATION, INC.**

By _____
Signature
TERRY ROGERS
Type/Print Name
PRESIDENT
Title

Form Approved:

_____
Office of General Counsel

**Encumbrance and funding information for internal City use:**

| | | |
|---|---|---|
| Account: ..... | 32111.167101.565051.010422.00000000.00000.0000000 | |
| Amounts: ..... | $107,963.00 | (Argyle Forest) |
| | $102,990.00 | (Adolph Wurm) |
| | $112,175.00 | (Ortega Hills) |
| | $ 89,830.00 | (Riverview Park) |
| | $102,846.00 | (Joe Davis Park) |
| | $107,164.00 | (Panama Park) |
| | $102,433.00 | (Robert F. Kennedy Park) |
| | $109,433.00 | (Henry L. Brown Kooker) |
| **Total Amount .....** | **$834,834.00** | |

The above-stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

Director of Finance
City Contract No. 71672-22

Form Approve:

James R. McCain Jr.
Office of General Counsel

GC-#149592-v1-Southern Rec St Acres Co Piggyback Various PO dos

**EXHIBIT A**

**County Contract**

**CONTRACT AGREEMENT**
**Bid No.: 20-46: Park & Playground Equipment**
**Master Contract #: 20-MCC-SOU-12304**

This Contract Agreement, ("Agreement") is made as of this 21st day of July, 2020, ("Effective Date") by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Southern Recreation, Inc.** ("Contractor"), authorized to do business in the State of Florida, with offices located at 4060 Edison Ave., Jacksonville, FL 32254; Phone: (904) 387-4390; and Email: terry@southernrecreation.com.

In consideration of the mutual promises contained herein, the County and Contractor agree as follows:

**ARTICLE 1 – DURATION and EXTENSION**
This Agreement shall become effective upon the Effective Date shall be in effect for a period of three (3) calendar years, and may be extended, in one (1) year renewal periods for a maximum of two (2) one (1) year extensions, as necessary to complete the required services, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be extended as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**
The term "Contract Documents" includes the following:

- This Agreement, including any amendment executed as provided in Article 32;
- Appendix A FEMA Required Contract Clauses
- Appendix B – CDBG-DR Required Contract Clauses
- St. Johns County Bid No.: 20-46 (Exhibit A);
- Contractor Cost Proposal (Exhibit B);
- DBRA Wage Determination (Exhibit C)
- Any Certificate of Insurance required pursuant to Article 15 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

**ARTICLE 3 - SERVICES**
The Contractor's responsibility under this Agreement is to provide park and playground equipment, playground surfacing, water stations, splash pads, park water features, park furniture (i.e. seating, benches, picnic tables, bleachers, trash receptacles, etc.) scoreboards, sports equipment including but not limited to tennis nets, basketball goals, any and all sports nets, car stops, bicycle racks, bicycle repair and pump stations as ordered by St. Johns County. Delivery, off-loading, and installation services shall also be provided as ordered by St. Johns County, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No. 20-46 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Parks and Recreation Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

**ARTICLE 4 – SCHEDULE**
The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**
The County shall compensate the Contractor based on equipment Unit Prices as stated in the selected vendor's catalog for

Park & Playground Equipment, per project site, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed one hundred fifty thousand dollars ($150,000.00) stated above without the County's express written approval, and amendment to this Agreement.

The maximum project costs eligible to be authorized by Purchase Order under the awarded Contract is $100,000. Any project that is estimated to exceed that amount, must be submitted to the SJC Board of County Commissioners for approval prior to the Purchase Order being issued.

It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.

The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered,
3. The reimbursable expenses, if any, have been reasonably incurred; and
4. The amount requested is currently due and owing

Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.

Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Parks & Recreation Department
**Attn: Jamie Baccari, Community Program Manager**
2175 Mizell Road
St. Augustine, FL 32080

FINAL INVOICE: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

## ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

## ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no

obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

## ARTICLE 8 – TERMINATION

This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.

This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

## ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.

Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

## ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

## ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any sub-contractor, or to reject the selection of a particular sub-contractor, and to inspect all facilities of any sub-contractors in order to make a determination as to the capability of the sub-contractors to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities

If a sub-contractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the sub-contractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any sub-contractor, vendor, or material supplier based upon prior unsatisfactory performance.

## ARTICLE 12 – E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of any and all personnel hired to perform work under this Agreement. Additionally, the Contractor shall explicitly require any and all sub-contractors and sub-contractors to utilize the U.S. Department of Homeland Security's E-Verify System to verify employment eligibility of all personnel hired to perform work under this Agreement.

## ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

## ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

## ARTICLE 15 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Fl 32084

The Contractor shall maintain throughout the duration of this Agreement, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

## ARTICLE 16 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

## ARTICLE 17 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

## ARTICLE 18 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

## ARTICLE 19 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

## ARTICLE 20 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

## ARTICLE 21 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's sub-contractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its sub-contractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or

all of the Work at any time.

## ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

## ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

## ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

## ARTICLE 25 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

## ARTICLE 26 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

## ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

**ARTICLE 28 – ENFORCEMENT COSTS**
If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS**
Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

**ARTICLE 30 – AUTHORITY TO PRACTICE**
The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

**ARTICLE 31 – SEVERABILITY**
If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 32 - AMENDMENTS AND MODIFICATIONS**
No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

**ARTICLE 33 – FLORIDA LAW & VENUE**
This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

**ARTICLE 34 – ARBITRATION**
The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

**ARTICLE 35 - NOTICES**
All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
**Attn: Purchasing Manager**
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Southern Recreation, Inc.
**Attn: Terry Rogers**
4060 Edison Ave.
Jacksonville, FL 32254

**ARTICLE 36 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

**ARTICLE 37 –PUBLIC RECORDS**

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party

In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us**

**ARTICLE 38 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

**ARTICLE 39 – SURVIVAL.**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

**ARTICLE 40 – AUTHORITY TO EXECUTE**
Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

**ARTICLE 41 – OSHA REQUIREMENTS**
The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

**ARTICLE 42 – COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**
Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

**ARTICLE 43 – TRAINING AND EDUCATION**
Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:
1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

**ARTICLE 44 – FIRE EXTINGUISHERS (FOR FIRE EXTINGUISHER SERVICES)**
Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

**ARTICLE 45 – TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS**
The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.
The transport, use, and disposal of toxic substances must be conducted in accordance with DEP EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

**ARTICLE 46 – TEMPORARY TRAFFIC CONTROL (TTC)/MAINTENANCE OF TRAFFIC (MOT)**
The Contractor must comply with the Florida Department of Transportation's (DOT) Temporary Traffic Control (TTC)

and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way.

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**Bid No. 20-46; Park and Playground Equipment**
**Master Contract #: 20-MCC-SOU-12304**

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL
Full Legal Name

By
Signature/County Representative

Leigh A. Daniels, CPPB
Printed Name – County Representative

Assistant Purchasing Manager
Printed Title – County Representative

7/23/20
Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Deputy Clerk

7/27/
Date of Execution

LEGALLY SUFFICIENT

County Attorney

Date of Execution

CONTRACTOR:

Southern Recreation, Inc.
Full Legal Company Name

By: Terry Rogers
Signature of Contractor Representative

TERRY ROGERS PRESIDENT
Printed Name & Title

7/23/20
Date of Execution

ST JOHNS COUNTY
JUL 27 '20
PURCHASING

# APPENDIX A

## FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. **Equal Employment Opportunity.**

   If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

   a. 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.

   b. 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.

   c. 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.

   d. 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.

   e. 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.

   f. 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.

   g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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."

For the purposes of this section, "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.

For the purposes of this section, "construction work" means 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.

2. **Compliance with the Copeland "Anti-Kickback" Act.**

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

   b. Subcontracts. 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 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.

   c. Breach. A breach of the contract clauses in subsections (a) and (b) 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.

3. **Contract Work Hours and Safety Standards Act.**

   a. This section applies to all contracts in excess of $100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

   b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

   c. The requirements of 40 U.S.C. § 3704 shall apply 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 market, or contracts for transportation or transmission of intelligence.

   d. 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.

   e. In the event of any violation of the clause set forth in paragraph (d) 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 (d) 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 (d) of this section.

f. The County 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 (e) of this section.

g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) 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 (c) through (f) of this section.

4. **Compliance with Clean Air Act.**

a. 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.

b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. **Compliance with Federal Water Pollution Control Act.**

a. 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.

b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

6. **Debarment and Suspension.**

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its 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)

b. 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.

c. This certification is a material representation of fact relied upon by the County. 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 state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of $100,000 or more shall 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 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.

**APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] 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 Official
Name and Title of Contractor's Authorized Official
Date

8. **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—

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

9. **DHS Seal, Logo, and Flags.**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. **Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. **No Obligation by 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.

12. **Fraud and False or Fraudulent or Related Acts.**

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.

# APPENDIX B

## CDBG-DR REQUIRED CONTRACT CLAUSES

1. **Equal Employment Opportunity**

   a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

   b. If this contract is in excess of $10,000 and meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

      i. 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 non-discrimination clause.

      ii. 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.

      iii. 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 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.

      iv. 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.

      v. 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.

      vi. 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.

      vii. 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.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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.

For the purposes of this section, "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.

For the purposes of this section, "construction work" means 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.

2. **Davis Bacon Act.**

   a. This section applies to all construction contracts in excess of $2,000.

   b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.

   c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. **Copeland Anti-Kickback Act.**

   a. This section applies to all contracts and subcontracts in excess of $2,000 for construction or repair.

   b. Contractor. 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. Specifically, the contractor is 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 or she is otherwise entitled.

   c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above 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. Breach. 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.

4. **Contract Work Hours and Safety Standards Act.**

   a. This section applies to all contracts in excess of $100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

   b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply 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 market, or contracts for transportation or transmission of intelligence.

d. 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.

e. In the event of any violation of the clause set forth in paragraph (d) 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 (d) 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 (d) of this section

f. The County 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 (e) of this section

g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) 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 (c) through (f) of this section

5. **Compliance With Clean Air Act.**

a. 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

b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds

6. **Compliance with Federal Water Pollution Control Act.**

a. 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.

b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

c. The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds

7. **Debarment and Suspension**

a. 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, its 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).

b. 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.

c. This certification is a material representation of fact relied upon by the County. 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 state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. **Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of $100,000 or more shall 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 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.

**APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] 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 Official
Name and Title of Contractor's Authorized Official
Date

9. **Procurement of Recovered Materials.**

a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price

b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds $10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is $10,000 or more

10. **Section 3 Clause.**

a. The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located

b. The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements

c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.

f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts

g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

**11. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply will all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

a. The Housing and Community Development Act of 1974, as amended;

b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;

c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;

d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;

e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;

f. Public Law 114-223: Continuing Appropriations Act, 2017;

g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;

h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;

i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and

j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

**12. No Obligation by 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.

**13. Fraud and False or Fraudulent or Related Acts.**

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.

## EXHIBIT B

### Indemnification

Contractor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees, and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs, and expenses of whatsoever kind or nature, which may be incurred by, charged to, or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services, or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health, and safety liabilities, claims, citations, clean-up, or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract constitutes an infringement of any copyright, patent, trade secret, or any other intellectual property right. If in any suit or proceeding, the Services or any product generated by the Services is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall immediately make every reasonable effort to secure within 60 days for the Indemnified Parties a license authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said

statutes.

## EXHIBIT C

### Insurance Requirements

Without limiting its liability under this Contract, Contractor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Contractor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than the amounts stated below:

**Insurance Coverages**

| Schedule | Limits |
|---|---|
| **Worker's Compensation** | Florida Statutory Coverage |
| **Employer's Liability** | $ 1,000,000 Each Accident |
| | $ 1,000,000 Disease Policy Limit |
| | $ 1,000,000 Each Employee Disease |

This insurance shall cover the Contractor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

| | | |
|---|---|---|
| **Commercial General Liability** | $2,000,000 | General Aggregate |
| | $2,000,000 | Products & Comp. Ops. Agg. |
| | $1,000,000 | Personal Advertising Injury |
| | $1,000,000 | Each Occurrence |
| | $ 50,000 | Fire Damage |
| | $ 5,000 | Medical Expenses |

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

**Automobile Liability** $1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any

restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

**Builder's Risk/Installation Floater** **100% Completed Value of the Project**

Such insurance shall be on a form acceptable to CITY's Office of Risk Management. The Builder's Risk policy shall include the SPECIAL FORM ALL RISK COVERAGES. The Builder's Risk and/or Installation Policy shall not be subject to a coinsurance clause. A maximum $10,000.00 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named Insureds shall be: CONTRACTOR, CITY and its respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S)(when program management services are provided). CITY and its members, officials, officers, employees, and agents are to be loss payee.

**Pollution Liability** **$1,000,000 per Loss**
**$2,000,000 Annual Aggregate**

Any entity hired to perform services as part of this Contract for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage, including physical injury to or destruction of tangible property, including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed: defense, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages: coverage for losses caused by pollution conditions that arise from the operations of the Contractor, including transportation.

**Pollution Legal Liability** **$1,000,000 per Loss**
**$2,000,000 Aggregate**

Any entity hired to perform services as part of this Contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Contract.

## Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, and for Automobile Liability in a form no more restrictive than CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Contractor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Contractor shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Contractor shall present this Contract and Exhibits (INDEMNIFICATION and INSURANCE REQUIREMENTS) to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contractor.