

This Contract ("Contract") is made this _____ day of _____, 2017, by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and C-SQUARED CERTIFIED GENERAL CONTRACTOR, INC., a Florida corporation, Bradenton, Florida 34210, hereinafter referred to as the "Contractor."

WITNESSETH

That the parties to this Contract, in consideration of their mutual agreements and promises hereinafter contained, bind themselves, their partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the agreements and bid documents executed between the parties, and do hereby further agree as follows:

1. RESPONSIBILITIES OF THE CONTRACTOR:

- A. **Responsibility for and Supervision:** The Contractor shall supervise and direct the work to the best of Contractor's ability, give it all the attention necessary for such proper supervision and direction and not employ for work on the project any person without sufficient skill to perform the job for which the person was employed.

The Contractor assumes full responsibility for acts, negligence, or omissions of all Contractor's employees on the project, for those subcontractors and their employees, and for those of all other persons doing work under a contract with him/her. All contracts between the Contractor and any such subcontractor as the Contractor shall hire, shall conform to the provisions of the Contract and bid documents and shall incorporate in them the relevant portions of this Contract.

- B. **Furnishing of Labor and Materials:** The Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, and all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained, and with the Request For Bid No. 2017-08, including the plans and specifications, addendums and with the proposal submitted by the Contractor and on file with the City. The foregoing Request for Bid (RFB), specifications, and proposal submitted by the Contractor, are hereby specifically made a part of this Contract and are incorporated herein.

The Contractor represents and warrants to the City that all equipment and materials used in the work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract and bid documents, of good quality, free of defects, and in conformity with the Contract and bid documents. It is understood between the parties thereto that all equipment and materials not in conformity are defective.

- C. **Incorporation of Bid Documents:** The Request for Bid No. 2017-08, including the plans, specifications, and addendums, and Contractor's response to RFB, are specifically made a part of this Contract and are incorporated herein. Contractor and the City have negotiated changes to the Parties' rights and responsibilities as set forth in Exhibit A, attached hereto and incorporated as if set forth fully herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

1. First, this Contract (Contract No. 2017-08) Approved by Commission on 1/24/2017, and any attachments;

2. Second, Request for Bid, including any and all attachments and addenda;
3. Third, Contractor's response to this solicitation; and
4. Fourth, specific direction from the City Manager.

D. Public Records Law: In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

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

**4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286,
941.429.7063 OR HOTLINE 941.429.7270; E-MAIL:
padkins@cityofnorthport.com.**

6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

2. CONTRACT PRICE:

In consideration of the foregoing services, work, labor and materials to be furnished by the contractor as per said plans, specifications and addendums, the City agrees to pay to the Contractor \$412,912.60. The **CONTRACT PRICE** is Four Hundred Twelve Thousand Nine Hundred Twelve Dollars and Sixty Cents (\$412,912.60).

3. PAYMENT:

Two (2) original requests for payment must be submitted to the City of North Port on a form approved by the City. Each pay request must be accompanied by an updated work schedule to reflect progress of work. Payment shall be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (Florida Statutes Chapter 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the City must reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The City shall inform the Contractor's Surety of any reduction in retainage. Contractor must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly authorized administrative agent, shall approve final payment for all work, materials or services furnished under this Contract retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.

4. CONTRACT TIME:

The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract shall be completed in not more than **120 calendar days** from the notice to proceed; subject only to delays caused through no fault of the Contractor or acts of God. The work will be substantially complete within **90 calendar days**, with final completion within **30 calendar days** after attaining Substantial Completion. Time is of the essence in the performance of this Contract.

5. LIQUIDATED DAMAGES:

The work shall be completed within the Contract time specified. The Contract time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract.

The City shall issue a Notice of Substantial Completion when it has determined that the work identified in the Contract has been substantially completed; record drawings have been submitted and approved by the City and that the facility is operating satisfactorily. The Contract time also includes up to fourteen (14) calendar days for the review of submittals, excluding pay requests, by the City. The City shall provide the Contractor a punch list within two (2) calendar days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet Contractor's obligations under the Contract. The Contractor shall complete the items on the punch list to the satisfaction of the City within twenty-eight (28) additional calendar days of the issuance of the Final Punch List or Notice of Substantial Completion, whichever is later, and prior to submittal of the application for reduction of retainage or final payment. Any cost incurred by the City (i.e. inspection time) after the twenty-eight (28) calendar day period shall be charged to the Contractor.

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not substantially completed within the Contract time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **(\$1,099.00)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Substantial Completion is delayed beyond the Contract Time.

It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Substantial Completion of the work.

6. BONDS:

- A. Bond Requirements:** The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2- 404 of the City of North Port Administrative Code.** Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre- construction meeting. Such default shall only be curable at the option of the City.

In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder, and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder.

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

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

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

By execution of this bond, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract documents and hereby satisfies those conditions.

7. INSURANCE:

Before performing any Contract work, the Contractor shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the City. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

A. Required Policies:

1. Workers' Compensation and Employers' Liability Insurance (Per Chapter 440, Florida Statutes): The Contractor shall procure and maintain during the life of this Contract Workers' Compensation insurance for all Contractor's employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the

subcontractor similarly to provide Workers' Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers' Compensation insurance. For additional information contact the Department of Financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of Contractor's employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 for each accident; \$500,000 each employee; and \$500,000 policy limit for disease.

2. Comprehensive General Liability: The Contractor shall procure and maintain, and require all subcontractors to procure and maintain during the life of this Contract, a comprehensive general liability policy, including, but not limited to: 1) Independent Contractor's liability; 2) products and completed operations liability; 3) contractual liability; 4) broad form property damage liability; and 5) personal injury liability. The minimum limits shall be no less than \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
3. Business Automobile Liability: The Contractor shall procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance including all owned, hired, and non-owned automobiles. The minimum combined single limit per occurrence shall be no less than \$1,000,000 for bodily injury and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles, as well as employee's non-ownership.

B. Special Requirements:

1. Occurrence Basis: All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. Additional Insured: All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insureds as their interest may appear under this Contract. This MUST be written in the description of operations section of the insurance

certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

3. Certificates of Insurance: All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of Insurance evidencing claims made or occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
4. Premiums and Deductibles: The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the City is an insured under the policy. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
5. Waiver of Subrogation: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

C. Other Policy Requirements:

1. All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

3. Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
5. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
6. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.

8. INDEMNITY:

The Contractor shall indemnify and hold harmless the City, its Commissioners, officers, and employees, from and against any and all liabilities, damages, losses and costs (including attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), which may arise out of any negligence, recklessness, or intentional wrongful misconduct of the Contractor (or Contractor's Officers, subcontractors, sub-subcontractors, materialmen, or the employees, or agents of any one of them, if any) in the performance or the failure to perform under the terms of the Contract. In the event of a claim, the City shall promptly notify the Contractor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided in Section 18. Notification may also be provided by fax transmission to the number provided in Section 18, if provided.

The City shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

9. CONTRACTOR'S AFFIDAVIT:

When all work contemplated by this Contract has been completed and has been inspected and approved by the City or its duly authorized agent, the Contractor shall furnish to the City a Contractor's Affidavit in a form acceptable to the City. The City also requires that signed affidavits of payment be provided to the City from any and all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits shall state whether the subcontractor(s) has been paid in full or whether there are payments remaining. A list of all subcontractors shall be furnished to the City prior to any payments against the Contract.

10. TERMINATION AND DEFAULT:

The City Manager or designee shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor and, in that event, the Contractor shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract.

- A. **Funding in Subsequent Fiscal Years:** It is expressly understood by the City and the Contractor that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.
- B. In the event that the Contractor has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.
- C. The Contractor shall have the right to terminate the Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- D. The City Manager or designee reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor or an assignment is made for the benefit of creditors.
- E. In the event Contractor breaches this Contract, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:
 - 1. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Contract;
 - 2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
 - 3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 - 4. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - 5. Claims made, or likely to be made, against the City or its property;
 - 6. Loss caused by the Contractor; and/or

7. The Contractor's failure or refusal to perform any of the obligations to the City.

Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Contract, and are not waived by final payment and/or acceptance.

11. INDEPENDENT CONTRACTOR:

The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract 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 City shall be that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Contract. The Contractor shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, 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 Contract.

12. SUBCONTRACTORS:

Contractor shall furnish to City a list of all subcontractors prior to any payments against the Contract. All subcontractors are subject to City approval.

13. LICENSES AND PERMITS/LAWS AND REGULATIONS:

The Contractor shall pay all taxes required by law in connection with the activity in accordance with this Contract including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, shall secure all licenses and permits necessary for proper completion of the work, paying any fees therefore. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this contract. The Contractor shall comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Contract documents are at variance therewith, the Contractor shall notify the City promptly on the discovery of such variance.

14. AMENDMENT:

This Contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under this Contract.

15. EQUAL EMPLOYMENT OPPORTUNITY:

The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

16. NON-DISCRIMINATION:

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Florida Statutes Section 287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

17. ASSIGNMENT:

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy. Notice shall be promptly given to the City.

18. NOTICES:

Any notice, demand, communication, or request required or permitted hereunder shall be sent by certified mail, return receipt requested, and shall be mailed to:

As to City: Project Manager
Public Works Department
1100 N. Chamberlain Blvd.
North Port, Florida 34286
Tel: 941.240. 8320
Fax: 941.240.8063
E-Mail: bnewman@cityofnorthport.com

As to Contractor: Sean D'Agostino
C-Squared Certified General contractor, Inc.
3547 53rd Ave. W. # 327
Bradenton, Florida 34210
Tel: 941.345.3093
Fax: 941.746.3703
E-Mail: pallman@odysseymanufacturing.com

Notices shall be effective when received at the addresses specified above. Changes to the addresses may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 5:00 pm or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

19. WAIVER:

No delay or failure to enforce any breach of this Contract by either City or Contractor shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20. ATTORNEY'S FEES:

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

21. GOVERNING LAW, VENUE AND SEVERABILITY:

The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

22. PARAGRAPH HEADINGS:

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

23. ENTIRE AGREEMENT:

This Contract (with all referenced plans, attachments, addenda and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. In the event of any conflict between the provisions of this Contract and the RFB or Contractor's bid, this signed Contract (excluding the RFB and Contractor's bid) shall take precedence, followed by the provisions of the RFB, and then by the terms of the Contractor's bid.

Exhibit A

Revisions to the Parties' Rights and Responsibilities

The Contractor and the City hereby agree that the Parties have negotiated changes to the Parties' right and responsibilities related to Request for Bid No. 2017-08 (the "RFB"), including the plans, specifications, and addendums, as follows:

1. Technical Specifications & Conditions: Contractor and the City agree that the Parties have negotiated changes to the Parties' rights and responsibilities related to the Technical Specifications & Conditions as follows:

"TECHNICAL SPECIFICATIONS & CONDITIONS

TS-01 PROJECT SCOPE: The project consists of furnishing all materials, equipment, labor and operations in connection with, but not necessarily limited to, the following as specified herein and shown on the attached South Biscayne Drive Median Improvements plans.

- A. Placement of curb in medians
- B. Backfill median with special soil backfill
- C. Minor sidewalk and drainage improvements
- D. Site clean-up as required

TS-02 GENERAL: All work shall be in accordance with the Florida Department of Transportation (FDOT) 2016 Design Standards and revised Index Drawings as appended herein, and 2016 Standard Specifications for Road and Bridge Construction as amended by these contract documents.

In case of a conflict with the referenced Design Standards or Standard Specifications and the requirements stated herein, the requirements herein shall prevail. In case of a conflict in the requirements of local government with the referenced Standard Specifications or the requirements stated herein, the requirements of the local government when more stringent, shall prevail.

TS-03 SUBMITTALS: Submit three (3) copies of each submittal to the City for review and approval. Submittals shall be provided to the City at the Pre-Construction meeting. Submittals shall be submitted for each material and product to be installed with the project. Submittals shall include, but are not limited to:

- A. Material Suppliers with contact information
- B. Concrete and Asphalt Mix Designs
- C. Special Backfill Soil Sample and Testing Results

TS-04 INCIDENTAL REPAIRS AND INCIDENTAL FIELD CHANGE ADJUSTMENTS (IFCA): During the course of the project there could be situations that require modifications, repairs or changes due to unforeseen situations. Loss claims due to property damage during all phases of paving operations shall be at the Contractor's risk and referred to the Contractor's loss prevention and or insurance company.

The change and amount of compensation must be evaluated and determined in accordance with the specifications and agreed upon in writing in a document of equal dignity herewith prior to any deviation

from the terms of this Contract. Such changes must be approved by the City and the Contractor shall not proceed with the field changes without prior written approval from the City.

TS-05 MAINTENANCE OF TRAFFIC (MOT): The City of North Port Public Works Department shall prepare an MOT plan and the Contractor shall obtain Right-of-Way Use Permit for this project. The Contractor shall maintain at least one (1) lane of traffic at all times for local, arterial and collector roadways, and comply with the Manual on Uniform Traffic Control Devices, maintaining safe conditions at the jobsite at all times. Detours may be allowed for local streets, so long as any plans for such detours are approved by the City at least ten (10) business days in advance. If used, the City shall provide and distribute door knockers, area of map distribution and media release. Door knockers shall not be distributed and news releases shall not be posted until approved by the City Manager. Closures and detours shall only occur upon final approval of the City Manager and adequate posting.

The City shall be responsible for coordinating MOT. MOT shall include proper signage and manpower for traffic control and to maintain safety. The work specified for arterials, collectors and local roads shall include appropriate MOT during the entire construction period and shall comply with the requirements of Section 102 of the FDOT Standard Specifications for Road and Bridge Construction most recent edition, the FDOT Roadway and Traffic Design Standards most recent edition, Index 600 and 700 series, FDOT's Plans Preparation Manual Chapter 10, Work Zone Traffic Control most recent edition, and Part VI of the Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), Current Edition except as amended hereinafter.

MOT Plan: The City of North Port Public Works Department shall provide an MOT plan for the Contractor's review and concurrence that it is appropriate for the Contractor's operations on the project. The Contractor shall coordinate with the City for changes to the MOT as the Contractor's work progresses on the project and for coordination with the MOT of the Irrigation and Landscaping contractor's work as required. The Contractor shall not begin work until an MOT plan is officially implemented by the City. MOT plan modifications require the City's written approval. Except in an emergency, no changes to the approved plan are allowed until written approval is received.

Replacement of Traffic and Street Signs: The City shall replace all existing traffic and street signs within the project site that are moved or relocated during construction. In case any signage has been damaged, they shall be replaced with new signage. Any new signage shall be approved by the City.

The City's work shall include providing facilities, devices, and operations as required for access to residences and businesses along the project and for the safety and convenience of the public and to minimize public nuisance, installing, and maintaining traffic control markings, signs, and safety devices, and any other special requirements for safe and expeditious movement of traffic in the project area and other impacted areas as specified herein.

The City shall notify all Emergency Agencies (including the City's Fire and Police Departments) affected by the work being performed, at least twenty-four (24) hours in advance. The City will also notify North Port Solid Waste, Sarasota County School Board Transportation, and the North Port Post Office of the areas affected.

TS-06 CLEAN UP: Upon completion of work and before acceptance and payment will be made for same, the Contractor shall restore all public and private property damaged during the execution of the work, to prior or better condition. Restoration shall include the installation of sod, in like kind, to replace existing sod that has been damaged. Foreign material, such as asphalt chunks and dead vegetation, shall be removed from any medians after completion of the project. Daily clean up to include general site work and street sweeping dust abatement. All waste material is to be disposed of in accordance

with all applicable laws and rules. No separate payment for performing clean-up work as required shall be made.

TS-07 TESTING: The Contractor shall pay for all soil testing or other related testing deemed necessary. Refer to plans for soil testing requirements. The Contractor shall provide to the City a copy of the lab results and field results for required testing. The Contractor shall pay for any re-testing due to failure. The Contractor shall use the services of an Independent Testing Laboratory, approved by the City of North Port Public Works Department.

END OF TECHNICAL PROVISIONS"

2. Summary of Pay Items – Contractor and the City agree that the Parties have negotiated changes to the Parties' rights and responsibilities with respect to the Description of Pay Item No. 102 1 as follows:

"MAINTENANCE OF TRAFFIC TO BE PROVIDED BY CITY OF NORTH PORT PUBLIC WORKS DEPARTMENT"

Construction Plans – Contractor and the City agree that the Parties' have negotiated changes to the Parties' rights and responsibilities with respect to the Construction Plans, which are hereby replaced in their entirety with the Construction Plans (sheet nos. 1 – 12) attached hereto and identified as Exhibit A-1.

Exhibit A-1

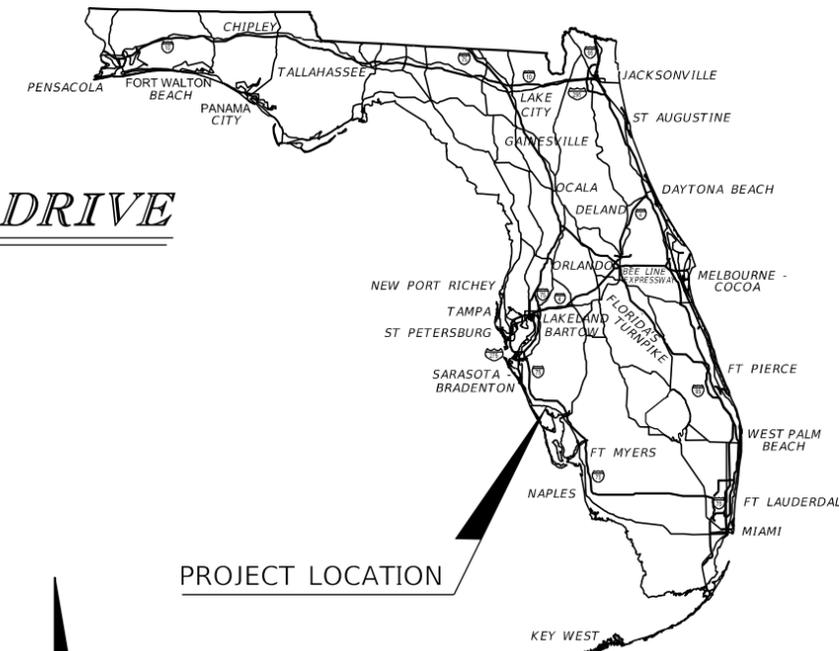
Construction Plans (Sheet Nos. 1 – 12)

COMPONENTS OF CONTRACT PLANS SET

CITY OF NORTH PORT
DEPARTMENT OF PUBLIC WORKS

MEDIAN IMPROVEMENTS - SOUTH BISCAIYNE DRIVE

FROM EAST STAFFORD TERRACE TO ELYTON DRIVE
SARASOTA COUNTY



A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	TYPICAL SECTION
4	GENERAL NOTES
5 - 6	PROJECT LAYOUT
7 - 12	PLAN SHEETS



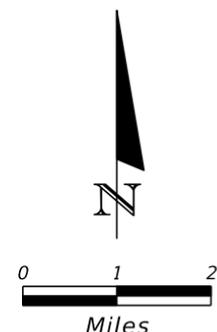
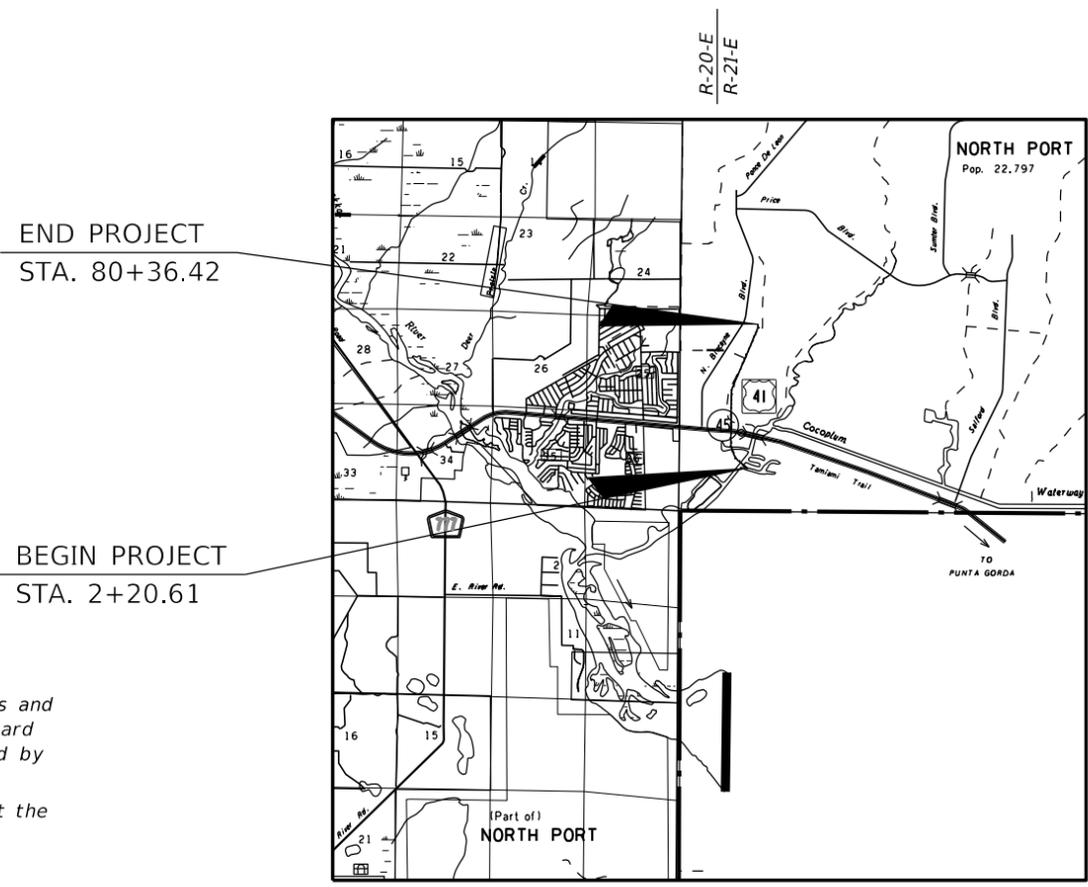
GOVERNING STANDARDS AND SPECIFICATIONS:
Florida Department of Transportation, 2016 Design Standards and revised Index Drawings as appended herein, and 2016 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

For Design Standards click on the "Design Standards" link at the following web site:
<http://www.dot.state.fl.us/rddesign/DesignStandards>

For the Standard Specifications for Road and Bridge Construction click on the "Specifications" link at the following web site:
<http://www.dot.state.fl.us/specificationsoffice/StandardSpecifications>

CITY OF NORTH PORT BOARD OF COMMISSIONERS

- MAYOR (DISTRICT 4): JACQUELINE MOORE
- VICE-MAYOR (DISTRICT 3): RHONDA Y. DIFRANCO
- COMMISSIONER (DISTRICT 1): CHERYL COOK
- COMMISSIONER (DISTRICT 2): TOM JONES
- COMMISSIONER (DISTRICT 5): LINDA YATES



PROJECT LOCATION

ROADWAY SHOP DRAWINGS TO BE SUBMITTED TO:
RYAN K. BELL, P.E., PTOE
JOHNSON ENGINEERING INC.
2122 JOHNSON STREET
FORT MYERS, FL 33901

PLANS PREPARED BY:
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

100% SUBMITTAL
SEPTEMBER 2016

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.



PROJECT LENGTH IS BASED ON Q OF CONSTRUCTION

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	7815.810	1.480
BRIDGES		
NET LENGTH OF PROJECT	7815.810	1.480
EXCEPTIONS		
GROSS LENGTH OF PROJECT	7815.810	1.480

KEY SHEET REVISIONS	
DATE	DESCRIPTION

ROADWAY PLANS
ENGINEER OF RECORD: RYAN K. BELL, P.E., PTOE

P.E. NO.: 60010

CITY PROJECT MANAGER: BENJAMIN E. NEWMAN, P.E.

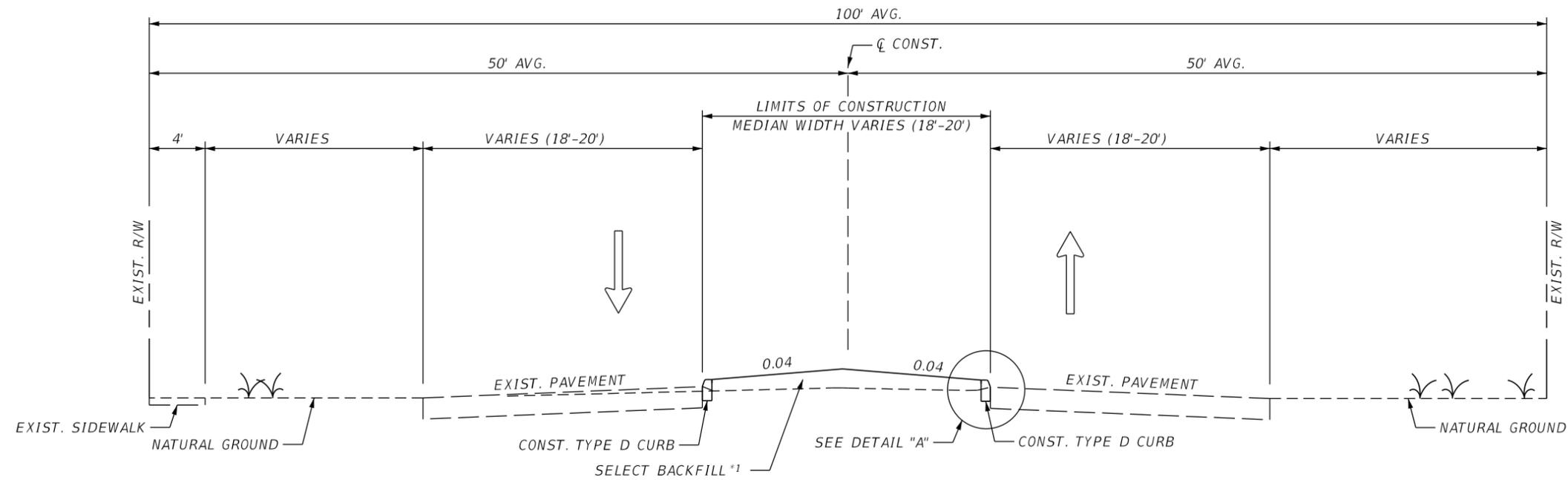
FISCAL YEAR	SHEET NO.
16	01

SUMMARY OF PAY ITEMS			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
101 1	MOBILIZATION	LS	1
102 1	MAINTENANCE OF TRAFFIC TO BE PROVIDED BY THE CITY OF NORTH PORT PUBLIC WORKS DEPARTMENT	LS	0
120 6	EMBANKMENT	CY	2,500
110 1 1	CLEARING AND GRUBBING (2.31 AC)	LS	1
334 1 12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B, SP 9.5	LS	1
425 5	MANHOLE, ADJUST (S-1)	EA	1
520 2 4	CONCRETE CURB, TYPE D	LF	12,686
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	17
706 3	RETRO-REFLECTIVE PAVEMENT MARKERS, Y/Y	EA	224
710 11 290	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, ISLAND NOSE	SF	680
711 16 201	THERMOPLASTIC, STANDARD, OTHER SURFACES, YELLOW, SOLID, 6"	GM	0.075

PAY ITEM NOTES:

- 101 1 SHALL INCLUDE ALL COST FOR NPDES PERMITTING AND ESTABLISHMENT AND MAINTENANCE OF EROSION CONTROL MEASURES. SEE GENERAL NOTE NO. 18.
- 110 1 1 INCLUDES EXCAVATION AND REMOVAL OF ALL EXISTING ITEMS TO BE REMOVED PER THE PLANS INCLUDING BUT NOT LIMITED TO EXISTING ASPHALT PAVEMENT, EXISTING BASE MATERIAL, EXISTING CURB, AND EXISTING SIDEWALK.
- 120 6 INCLUDES SPECIAL PLANTING SOIL BACKFILL MATERIAL AND ASSOCIATED SAMPLING AND TESTING. SEE GENERAL NOTE NO. 7.
- 334 1 12 INCLUDES PREPARATION OF SUB-BASE.
- 520 2 4 DROP CURB AND CURB TRANSITIONS ARE TO PAID FOR UNDER THIS PAY ITEM AT THE SAME UNIT PRICE.
- 522 2 INCLUDES DETECTABLE WARNING SURFACES.

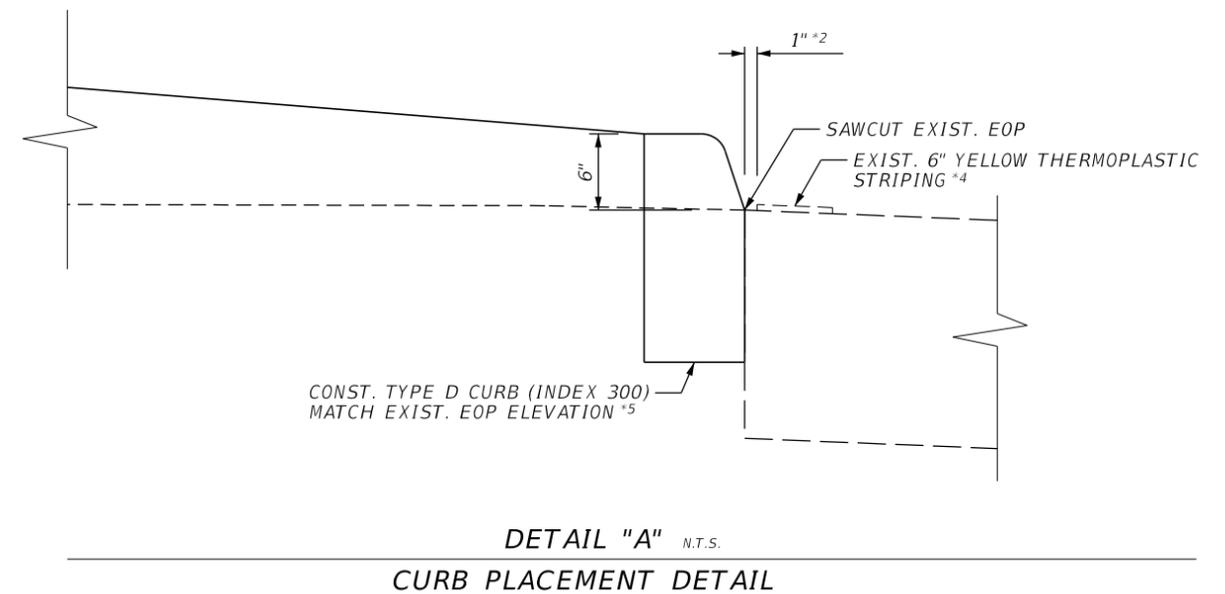
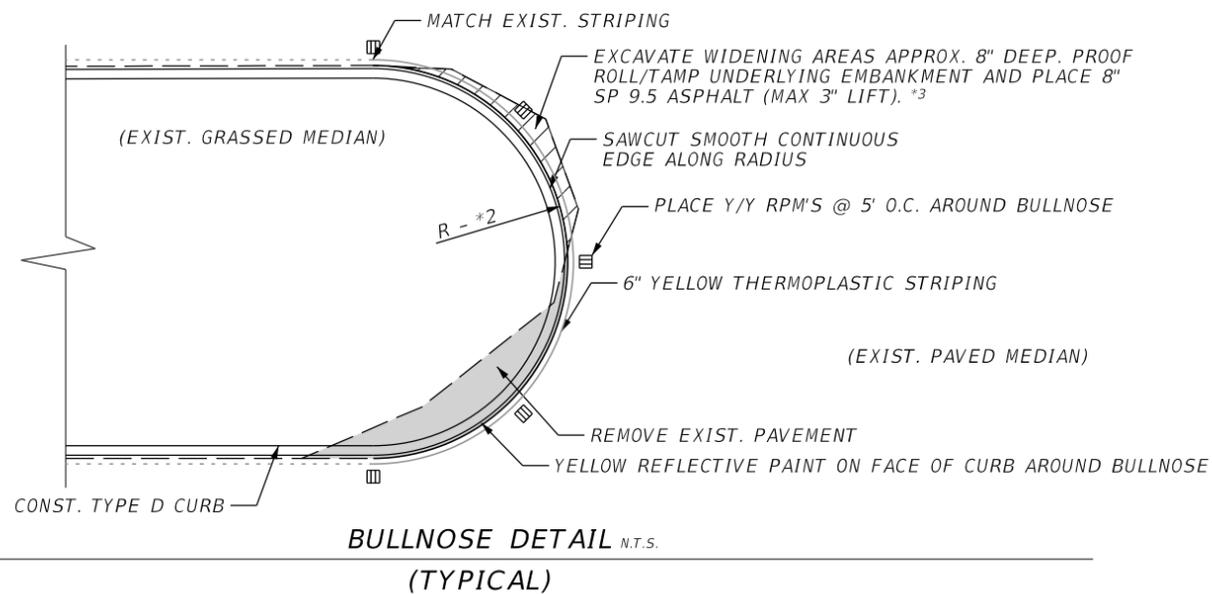
REVISIONS				 <p>2122 JOHNSON STREET FORT MYERS, FL 33901 EB 642 & LB 642 RYAN K. BELL, P.E. NO. 60010</p>	CITY OF NORTH PORT DEPARTMENT OF PUBLIC WORKS			<p><i>SUMMARY OF PAY ITEMS</i></p>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SARASOTA			2



**TYPICAL SECTION
SOUTH BISCAYNE DRIVE
STA. 2+20.61 TO STA. 80+36.42**

NOTES:

- *1 SEE GENERAL NOTE NO. 7 FOR SELECT BACKFILL REQUIREMENTS
- *2 SEE GENERAL NOTE NO. 3 FOR CURB ALIGNMENT
- *3 WHERE WIDENING AREA ABUTS EXISTING STRIPING SAWCUT LOCATION SHALL BE ADJUSTED TO REMOVE ADJACENT EXISTING STRIPING TO BE ABANDONED.
- *4 CONTRACTOR SHALL PROTECT ALL EXISTING THERMOPLASTIC STRIPING TO REMAIN. ANY DAMAGED STRIPING SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
- *5 CONCRETE SHALL BE CL1-NS (2,500 PSI). FOR CONTRACTION JOINTS SEE GENERAL NOTE NO. 1 IN INDEX NO. 300. FOR EXPANSION JOINTS SEE SPECIFICATION 520.



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON
ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

CITY OF NORTH PORT DEPARTMENT OF PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	SARASOTA	

TYPICAL SECTION

SHEET
NO.
3

GENERAL NOTES:

1. ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF_1988_(NAVD88).
2. HORIZONTAL DATUM = NAD83 FLORIDA STATE PLANE, WEST ZONE.
3. OFFSETS SHOWN HEREIN ARE FOR GENERAL CURB PLACEMENT ONLY. THE INTENT IS TO PLACE THE CURB LONGITUDINALLY IN A SMOOTH AND CONTINUOUS STRAIGHT LINE APPROXIMATELY 1" INSIDE THE EXISTING YELLOW EDGE STRIPE. AT BULLNOSE LOCATIONS THE OFFSET OF TANGENT SECTIONS SHALL CONTROL AND THE RADIUS SHALL BE ADJUSTED AS NECESSARY.
4. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
5. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
6. EXISTING ROADWAY SIGNAGE TO REMAIN UNLESS OTHERWISE NOTED.
7. CONTRACTOR SHALL PROVIDE PLANTING SOIL BACKFILL IN THE MEDIANS CONSISTING OF A FERTILE, FRIABLE, COURSE LOAMY SAND CONTAINING NO MORE THAN 3 PERCENT OF ORGANIC MATTER. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND. THE PLANTING SOIL BACKFILL SHALL HAVE A PH BETWEEN 5.5 AND 7.0. PLANTING SOIL BACK FILL SHALL BE SUITABLE FOR LANDSCAPING PURPOSES, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS, AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2"IN ANY DIRECTION, AND OTHER EXTRANEIOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. CONTRACTOR SHALL SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL PRIOR TO INSTALLATION. PRIOR TO PLACEMENT CONTRACTOR SHALL TILL/LOOSEN TOP 12" OF EXISTING UNDERLYING SOIL. PLANTING SOIL BACKFILL SHALL NOT BE PLACED HIGHER THAN THE TOP OF CURB.
8. EXISTING FACILITIES IMPACTED DURING CONSTRUCTION SHALL BE RESTORED TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
9. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN THE AREA PRIOR TO CONSTRUCTION AND CONTACT THE SUNSHINE STATE ONE CALL AT(800) 432-4770.

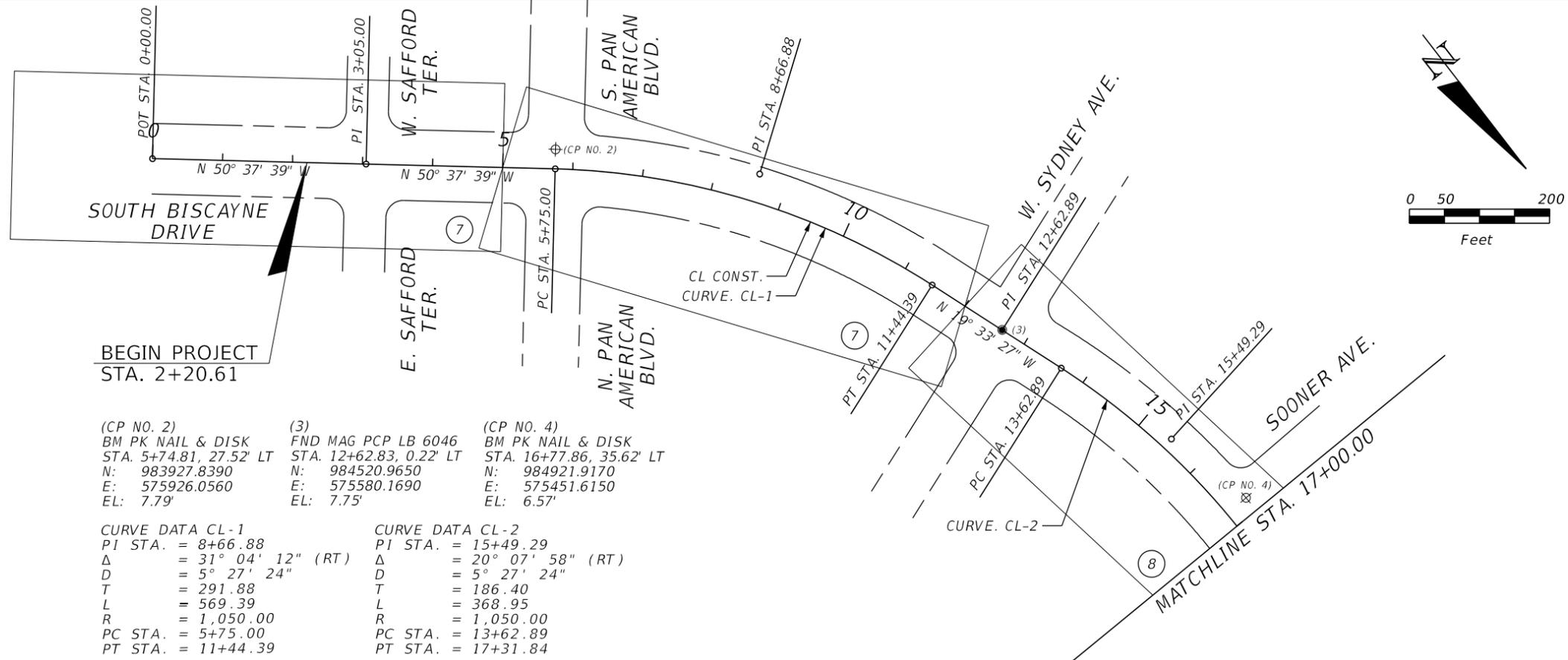
UTILITY/AGENCY OWNERS:

COMCAST CITY OF NORTH PORT PUBLIC WORKS -
JUSTIN DAMIANO TRAFFIC AND LIGHTING
JUSTIN DAMIANO@CABLE.COMCAST.COM BOB KATZMAN
904-716-0107 (MOBILE) 941-815-6087 (MOBILE)
239-432-1624 (WORK)

CITY OF NORTH PORT UTILITIES FRONTIER COMMUNICATIONS
DARRELL SMITH DENISE HUTTON
941-628-8187 (MOBILE) 941-907-6722
10. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE CITY WITHOUT DELAY.
11. CONTRACTOR SHALL PROMPTLY REPORT ALL FIELD CHANGES TO ENGINEER.
12. CONTRACTOR SHALL ACCURATELY PLOT THE LOCATIONS, DEPTHS AND DIMENSIONS OF ALL CONSTRUCTED IMPROVEMENTS THAT DIFFER FROM THAT SHOWN IN THE CONSTRUCTION PLANS ON A FINAL SET OF RECORD DRAWINGS PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR. RECORD DRAWINGS SHALL BE DELIVERED TO THE ENGINEER PRIOR TO PROJECT COMPLETION.
13. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL MANUAL.
14. CONTRACTOR TO MAINTAIN EXISTING TRAFFIC / ACCESS, EXISTING DRAINAGE AND EXISTING UTILITIES DURING CONSTRUCTION.
15. CITY OF NORTH PORT PUBLIC WORKS DEPARTMENT SHALL PREPARE A MAINTENANCE OF TRAFFIC PLAN, IN COMPLIANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARD 600 SERIES INDICES. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH APPROVED MAINTENANCE OF TRAFFIC PLAN. NO TRAVEL LANES OF BISCAYNE DRIVE SHALL BE CLOSED TO TRAFFIC, PEDESTRIAN TRAFFIC SHALL BE MAINTAINED, AND ACCESS TO RESIDENCES AND BUSINESSES SHALL BE MAINTAINED. ANY TEMPORARY STRIPING NEEDED SHALL BE REMOVABLE TAPE AND ALL SIGNING AND MAKING TO REMAIN SHALL BE RETURNED TO EXISTING CONDITION BEFORE FINAL APPROVAL OR SHIFTING TO SUBSEQUENT PHASE. ALL COST FOR PREPARATION, IMPLEMENTATION, AND MAINTENANCE OF MOT SHALL BE INCLUDED IN THE MOT LUMP SUM PAY ITEM.
16. CONSTRUCTION STAKING IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THESE SERVICES DURING CONSTRUCTION.
17. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CONSTRUCTION-RELATED PERMITTING. PAYMENT FOR ACQUISITION OF CONSTRUCTION-RELATED PERMITS SHALL BE INCIDENTAL TO THE COST OF CONSTRUCTION-RELATED ACTIVITIES. NO ADDITIONAL PAYMENT SHALL BE MADE.
18. CONTRACTOR SHALL FILE A "NOTICE OF INTENT" TO USE AND OBTAIN COVERAGE UNDER THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT PRIOR TO THE START OF CONSTRUCTION. ALL APPLICABLE COST SHALL BE INHERENT TO MOBILIZATION PAY ITEM.
19. CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE CITY PROJECT MANAGER. THE CONTRACTOR SHALL PROVIDE THE CITY PROJECT MANAGER WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT NEED AN MSDS SUBMITTAL.

ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE CITY PROJECT MANAGER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOW OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE CITY PROJECT MANAGER WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE CITY PROJECT MANAGER.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING CONVEYANCES AND DRAINAGE CONNECTIONS WITHIN THE PROJECT LIMITS AT ALL TIMES.

REVISIONS				 <p>2122 JOHNSON STREET FORT MYERS, FL 33901 EB 642 & LB 642 RYAN K. BELL, P.E. NO. 60010</p>	CITY OF NORTH PORT DEPARTMENT OF PUBLIC WORKS			<p style="text-align: center;">GENERAL NOTES</p>	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						SARASOTA			4



BEGIN PROJECT
STA. 2+20.61

(CP NO. 2)
BM PK NAIL & DISK
STA. 5+74.81, 27.52' LT
N: 983927.8390
E: 575926.0560
EL: 7.79'

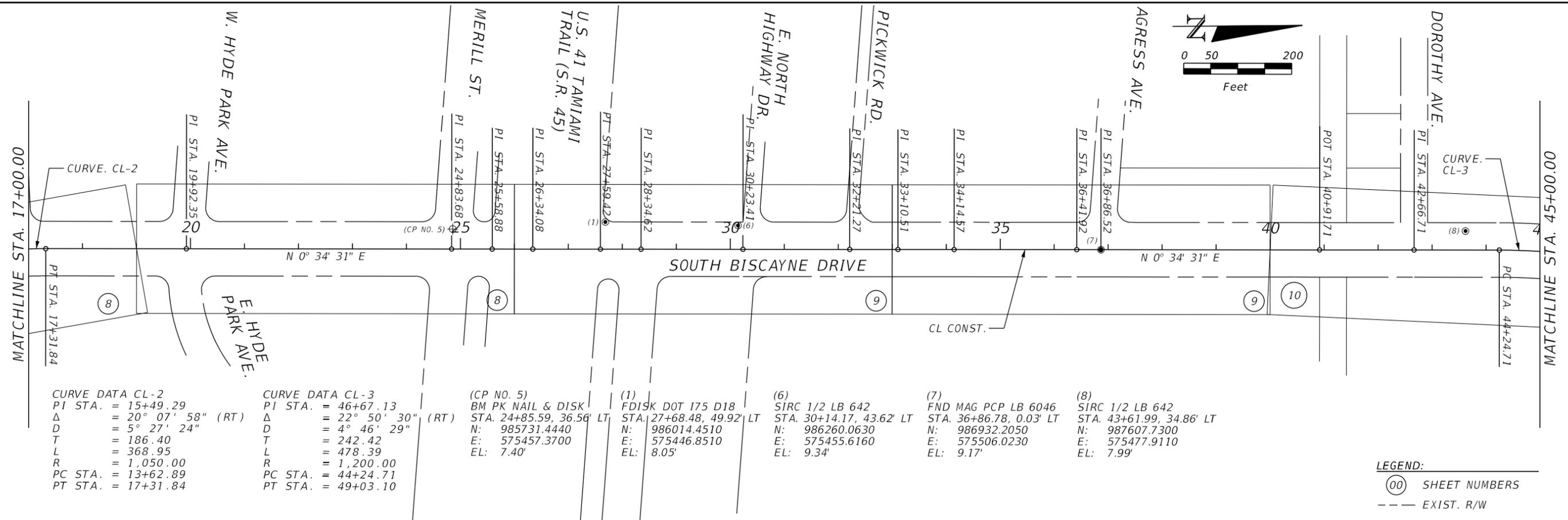
(3)
FND MAG PCP LB 6046
STA. 12+62.83, 0.22' LT
N: 984520.9650
E: 575580.1690
EL: 7.75'

(CP NO. 4)
BM PK NAIL & DISK
STA. 16+77.86, 35.62' LT
N: 984921.9170
E: 575451.6150
EL: 6.57'

CURVE DATA CL-1
PI STA. = 8+66.88
Δ = 31° 04' 12" (RT)
D = 5° 27' 24"
T = 291.88
L = 569.39
R = 1,050.00
PC STA. = 5+75.00
PT STA. = 11+44.39

CURVE DATA CL-2
PI STA. = 15+49.29
Δ = 20° 07' 58" (RT)
D = 5° 27' 24"
T = 186.40
L = 368.95
R = 1,050.00
PC STA. = 13+62.89
PT STA. = 17+31.84

LEGEND:
① SHEET NUMBERS
--- EXIST. R/W



CURVE DATA CL-2
PI STA. = 15+49.29
Δ = 20° 07' 58" (RT)
D = 5° 27' 24"
T = 186.40
L = 368.95
R = 1,050.00
PC STA. = 13+62.89
PT STA. = 17+31.84

CURVE DATA CL-3
PI STA. = 46+67.13
Δ = 22° 50' 30" (RT)
D = 4° 46' 29"
T = 242.42
L = 478.39
R = 1,200.00
PC STA. = 44+24.71
PT STA. = 49+03.10

(CP NO. 5)
BM PK NAIL & DISK
STA. 24+85.59, 36.56' LT
N: 985731.4440
E: 575457.3700
EL: 7.40'

(1)
FDISK DOT 175 D18
STA. 27+68.48, 49.92' LT
N: 986014.4510
E: 575446.8510
EL: 8.05'

(6)
SIRC 1/2 LB 642
STA. 30+14.17, 43.62' LT
N: 986260.0630
E: 575455.6160
EL: 9.34'

(7)
FND MAG PCP LB 6046
STA. 36+86.78, 0.03' LT
N: 986932.2050
E: 575506.0230
EL: 9.17'

(8)
SIRC 1/2 LB 642
STA. 43+61.99, 34.86' LT
N: 987607.7300
E: 575477.9110
EL: 7.99'

LEGEND:
① SHEET NUMBERS
--- EXIST. R/W

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

CITY OF NORTH PORT DEPARTMENT OF PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	SARASOTA	

PROJECT LAYOUT

SHEET NO.
5

MATCHLINE STA. 45+00.00

CURVE DATA CL-3
 PI STA. = 46+67.13
 Δ = 22° 50' 30" (RT)
 D = 4° 46' 29"
 T = 242.42
 L = 478.39
 R = 1,200.00
 PC STA. = 44+24.71
 PT STA. = 49+03.10

(9)
 SIRC 1/2 LB 642
 STA. 47+89.47, 37.85' LT
 N: 988040.3830
 E: 575536.0170
 EL: 9.00'

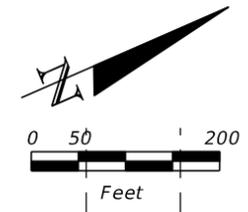
(10)
 SIRC 1/2 LB 642
 STA. 53+51.04, 34.33' LT
 N: 988559.6300
 E: 575758.6920
 EL: 9.12'

(11)
 SIRC 1/2 LB 642
 STA. 62+92.37, 32.85' RT
 N: 989396.7350
 E: 576194.4450
 EL: 10.72'

(12)
 SIRC 1/2 LB 642
 STA. 68+37.95, 33.17' LT
 N: 989923.6150
 E: 576350.6870
 EL: 9.62'

(14)
 FDISK S 6982007
 STA. 69+58.11, 54.73' RT
 N: 989998.9460
 E: 576479.0970
 EL: 7.51'

LEGEND:
 (00) SHEET NUMBERS
 --- EXIST. R/W

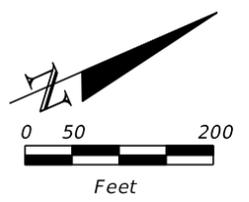


MATCHLINE STA. 73+00.00

CURVE DATA CL-4
 PI STA. = 84+14.79
 Δ = 20° 41' 12" (LT)
 D = 5° 43' 47"
 T = 182.51
 L = 361.05
 R = 1,000.00
 PC STA. = 82+32.27
 PT STA. = 85+93.33

(13)
 SIRC 1/2 LB 642
 STA. 74+04.22, 33.88' RT
 N: 990416.6030
 E: 576637.2610
 EL: 10.25'

LEGEND:
 (00) SHEET NUMBERS
 --- EXIST. R/W



CL CONST. SOUTH BISCAIYNE DRIVE						
ALIGNMENT	POINT NO.	COORDINATES		CONTROL	CURVE NO.	STATION
		NORTHING	EASTING			
CL CONST.	CL1	983584.4761	681364.4706	POT	-	0+00.00
CL CONST.	CL2	983777.9561	576152.0897	PI	-	3+05.00
CL CONST.	CL3	983949.2331	575943.3701	PC	CL-1	5+75.00
CL CONST.	CL4	984134.3918	575717.7342	PI	CL-1	8+66.88
CL CONST.	CL5	984409.4344	575620.0263	PT	CL-1	11+44.39
CL CONST.	CL6	984521.097	575580.3586	PI	-	12+62.89
CL CONST.	CL7	984615.3278	575546.8834	PC	CL-2	13+62.89
CL CONST.	CL8	984790.972	575484.4864	PI	CL-2	15+49.29
CL CONST.	CL9	984977.3608	575486.3582	PT	CL-2	17+31.84
CL CONST.	CL10	985237.8572	575488.9742	PI	-	19+92.35
CL CONST.	CL11	985729.1625	575493.9081	PI	-	24+83.68
CL CONST.	CL12	985804.3587	575494.6632	PI	-	25+58.88
CL CONST.	CL13	985879.5549	575495.4184	PI	-	26+34.08
CL CONST.	CL14	986004.8881	575496.6770	PI	-	27+59.42
CL CONST.	CL15	986080.0843	575497.4321	PI	-	28+34.62
CL CONST.	CL16	986268.8648	575499.3279	PI	-	30+23.41
CL CONST.	CL17	986466.7148	575501.3148	PI	-	32+21.27
CL CONST.	CL18	986555.9503	575502.2109	PI	-	33+10.51
CL CONST.	CL19	986660.0051	575503.2559	PI	-	34+14.57
CL CONST.	CL20	986887.3436	575505.5389	PI	-	36+41.92
CL CONST.	CL21	986931.9414	575505.9868	PI	-	36+86.52
CL CONST.	CL22	987337.1109	575510.0556	POT	-	40+91.71
CL CONST.	CL23	987512.1021	575511.8129	PI	-	42+66.71
CL CONST.	CL24	987670.0945	575513.3995	PC	CL-3	44+24+71
CL CONST.	CL25	987912.498	575515.8338	PI	CL-3	46+67+13
CL CONST.	CL26	988134.9477	575612.1748	PT	CL-3	49+03.10
CL CONST.	CL27	988289.231	575678.9935	PI	-	50+71.23
CL CONST.	CL28	988519.1815	575778.5831	PI	-	53+21.82
CL CONST.	CL29	988749.1321	575878.1728	PI	-	55+72.41
CL CONST.	CL30	989396.699	576158.6285	PI	-	62+78.10
CL CONST.	CL31	989626.1081	576257.9837	PI	-	65+28.10
CL CONST.	CL32	989864.6936	576361.3131	PI	-	67+88.10
CL CONST.	CL33	990195.0428	576504.3845	PI	-	71+48.10
CL CONST.	CL34	990860.3293	576792.5145	PI	-	78+73.10
CL CONST.	CL35	991089.7384	576891.8696	PI	-	81+23.10
CL CONST.	CL36	991189.9163	576935.2559	PC	CL-4	82+32.27
CL CONST.	CL37	991357.3969	577007.7905	PI	CL-4	84+14.79
CL CONST.	CL38	991539.7028	577016.4843	PT	CL-4	85+93.33

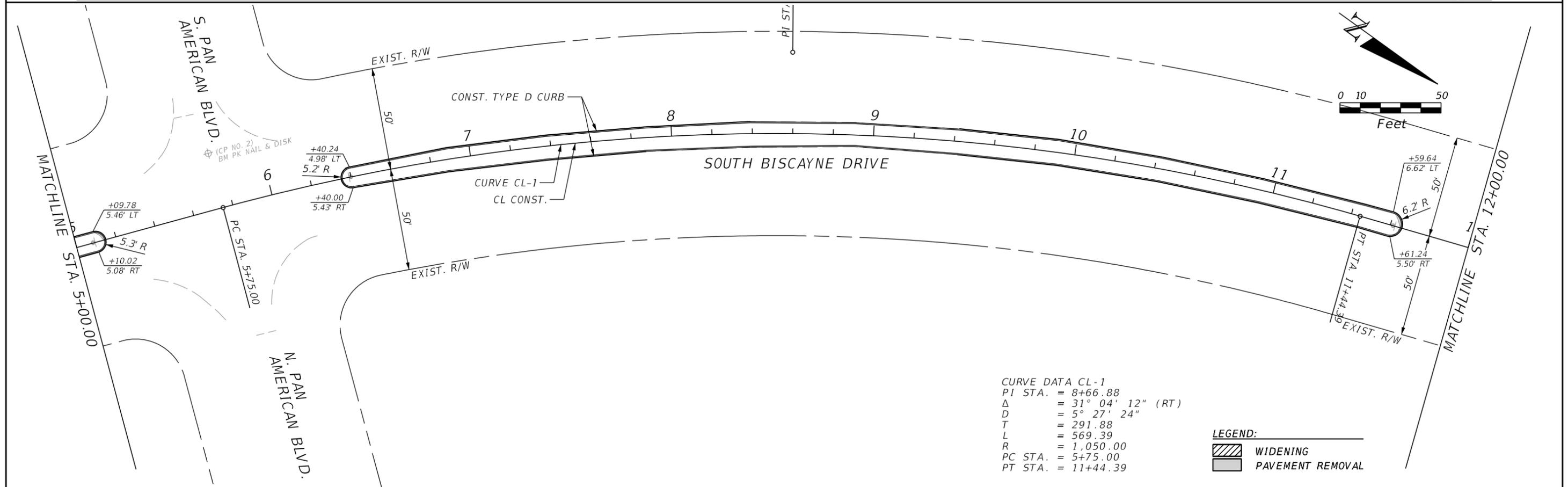
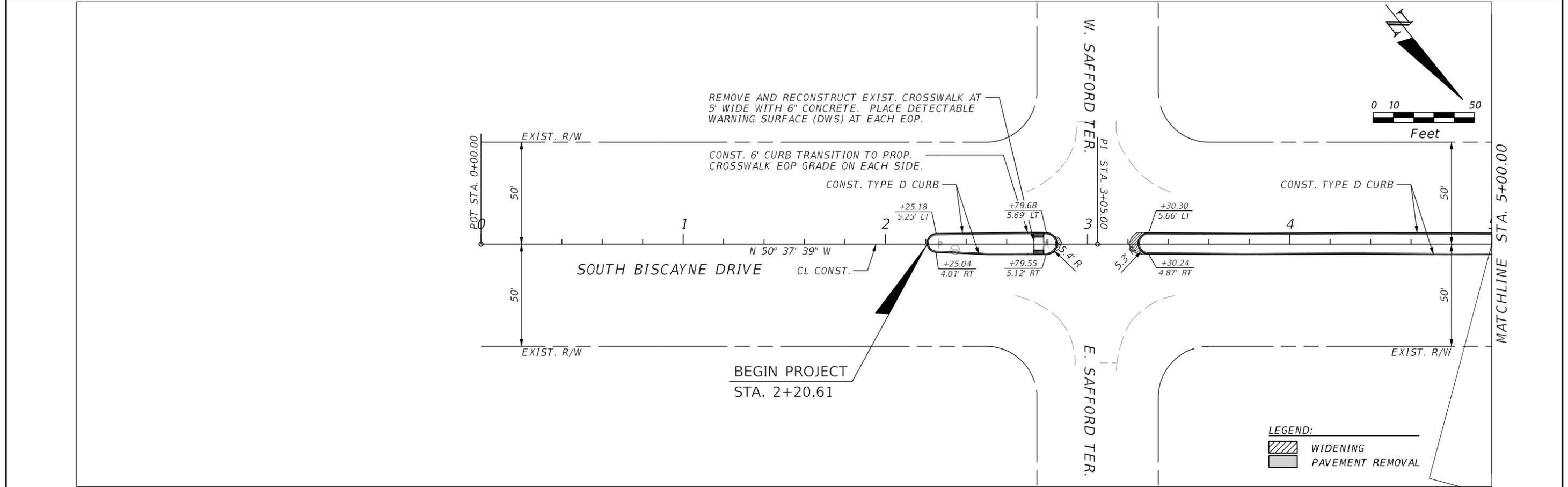
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
 2122 JOHNSON STREET
 FORT MYERS, FL 33901
 EB 642 & LB 642
 RYAN K. BELL, P.E. NO. 60010

CITY OF NORTH PORT DEPARTMENT OF PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	SARASOTA	

PROJECT LAYOUT

SHEET NO.
6



CURVE DATA CL-1
 PI STA. = 8+66.88
 Δ = 31° 04' 12" (RT)
 D = 5° 27' 24"
 T = 291.88
 L = 569.39
 R = 1,050.00
 PC STA. = 5+75.00
 PT STA. = 11+44.39

LEGEND:
 WIDENING
 PAVEMENT REMOVAL

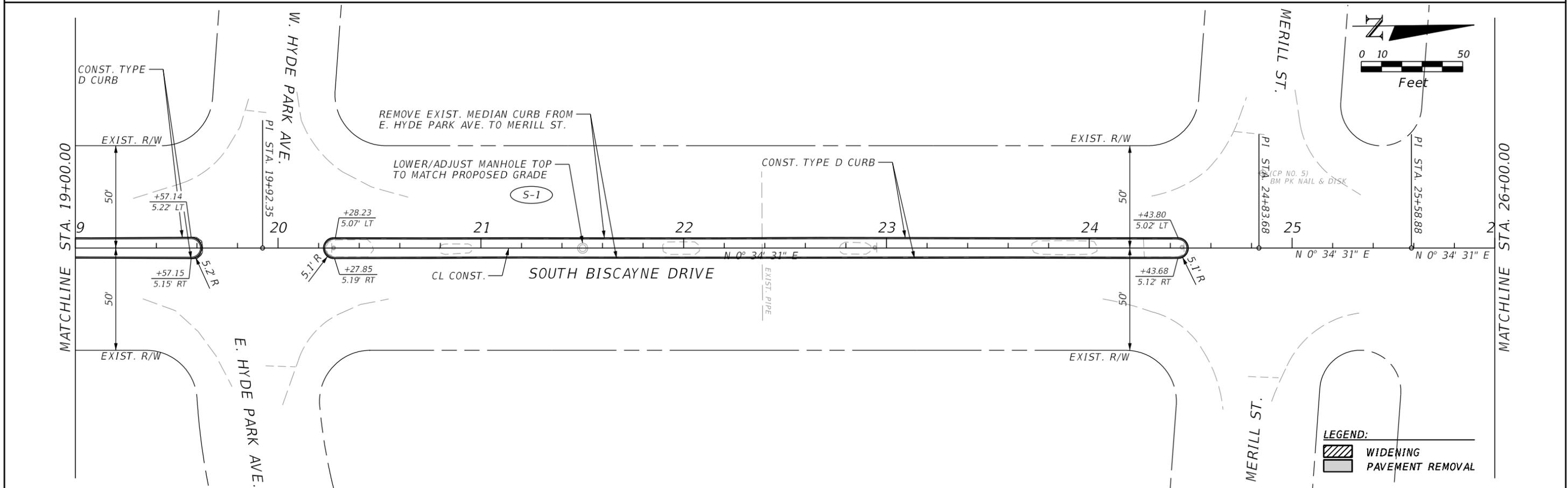
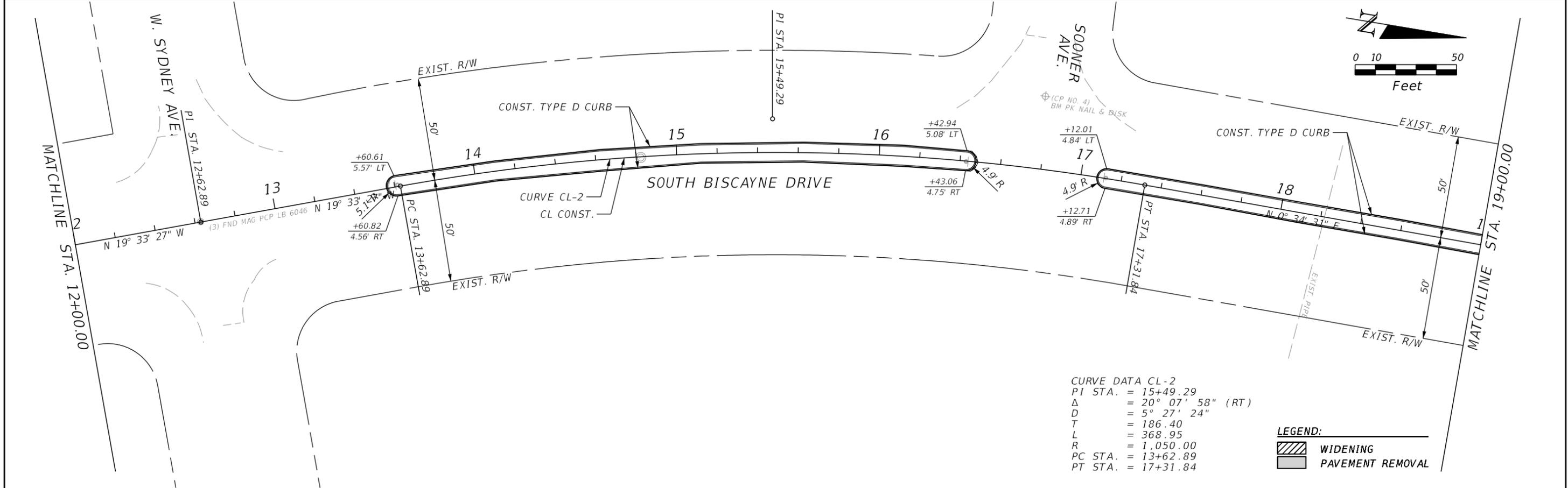
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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 FORT MYERS, FL 33901
 EB 642 & LB 642
 RYAN K. BELL, P.E. NO. 60010

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	SARASOTA	

PLAN SHEET

SHEET NO.
7



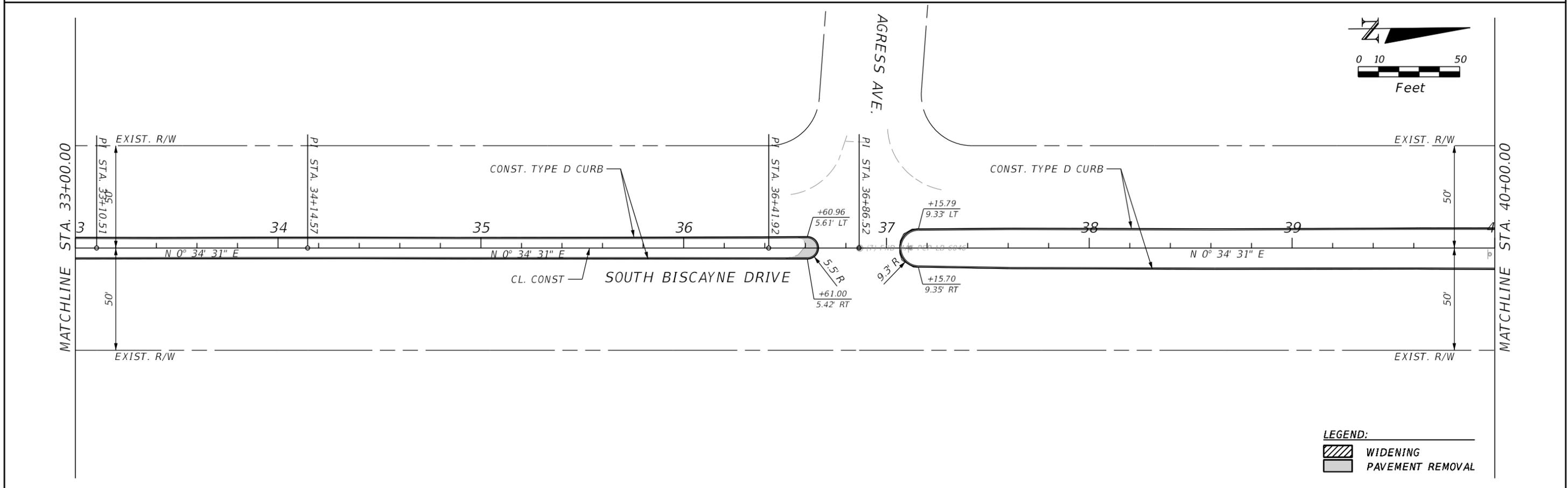
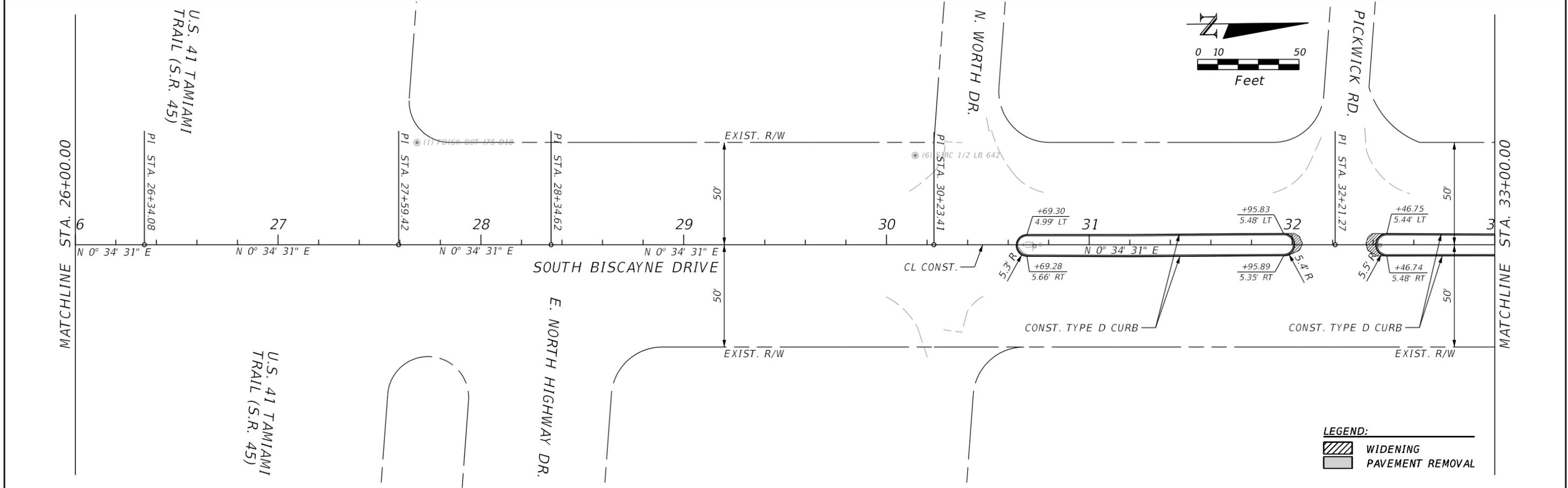
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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 2122 JOHNSON STREET
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 RYAN K. BELL, P.E. NO. 60010

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	SARASOTA	

PLAN SHEET

SHEET NO.
8



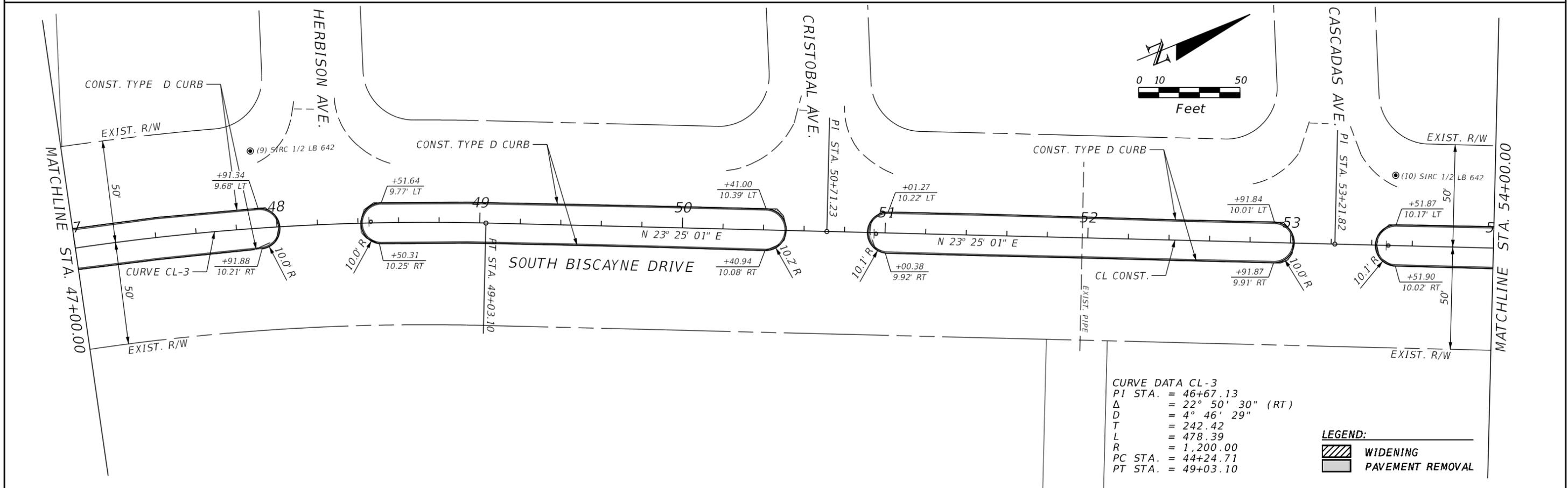
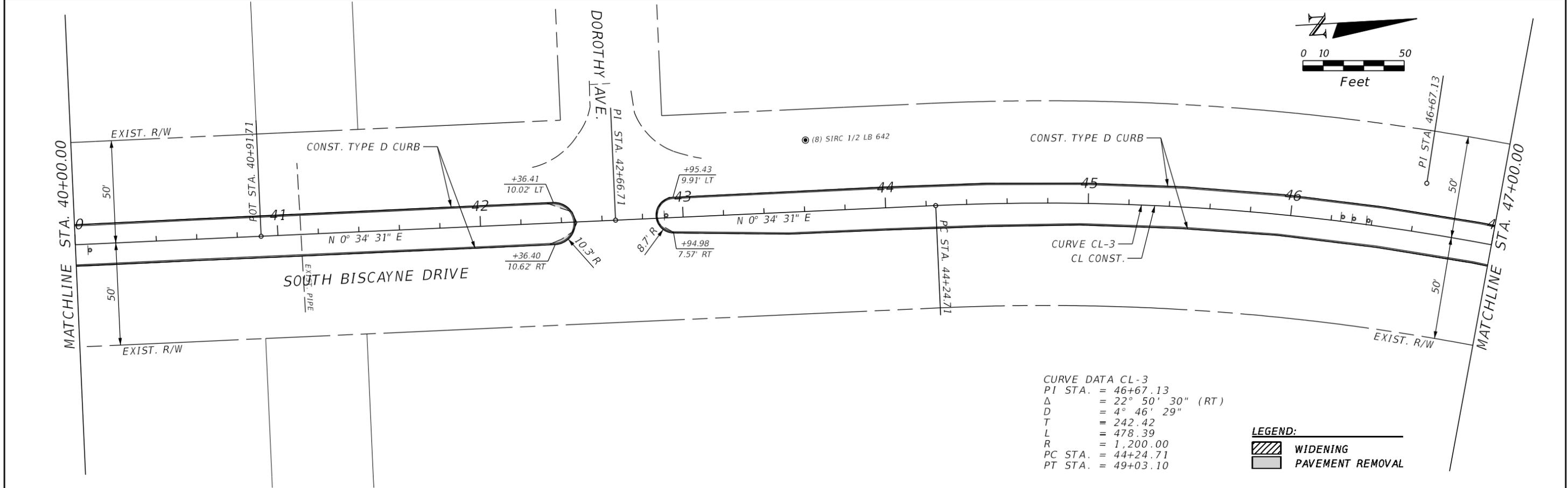
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DATE	DESCRIPTION	DATE	DESCRIPTION

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CITY OF NORTH PORT DEPARTMENT OF PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	SARASOTA	

PLAN SHEET

SHEET NO.
9

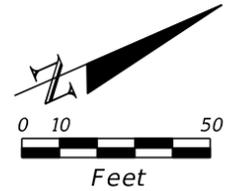
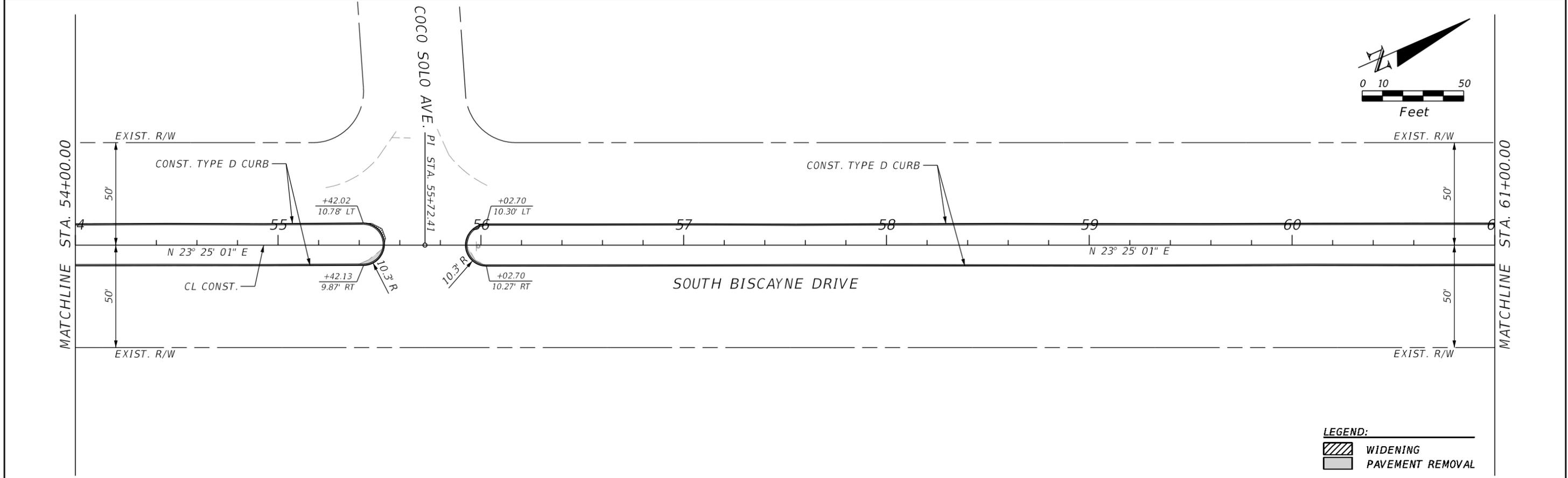


REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

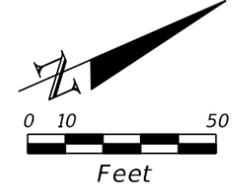
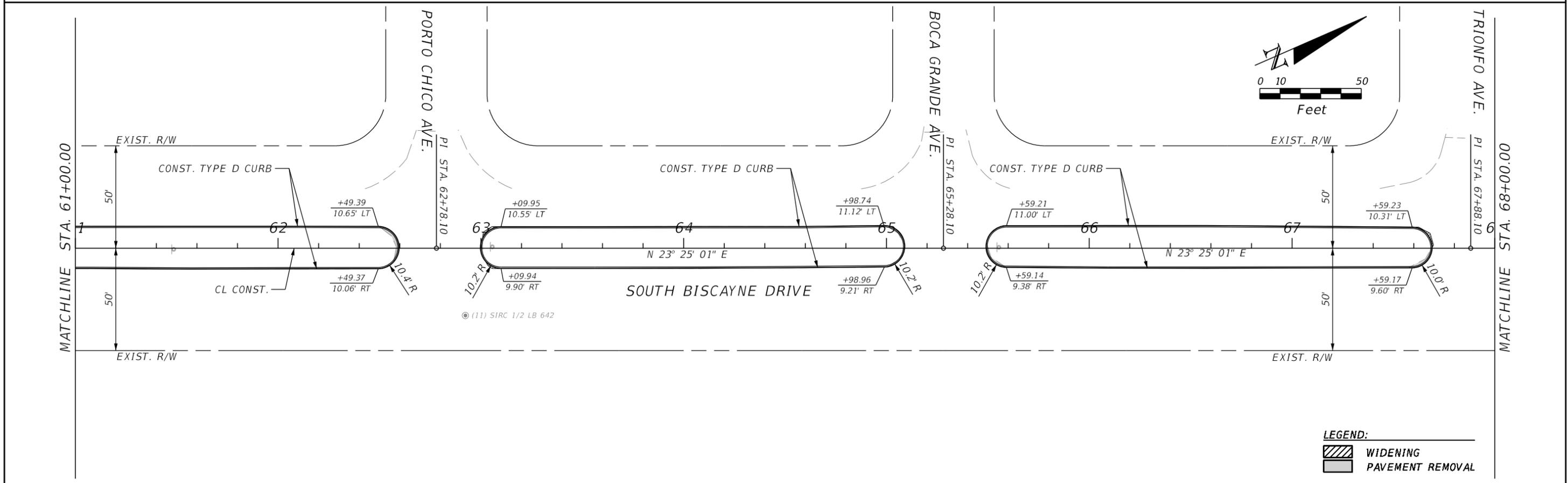
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 FORT MYERS, FL 33901
 EB 642 & LB 642
 RYAN K. BELL, P.E. NO. 60010

CITY OF NORTH PORT DEPARTMENT OF PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	SARASOTA	

PLAN SHEET
 SHEET NO. 10



LEGEND:
 WIDENING
 PAVEMENT REMOVAL



LEGEND:
 WIDENING
 PAVEMENT REMOVAL

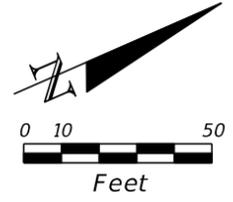
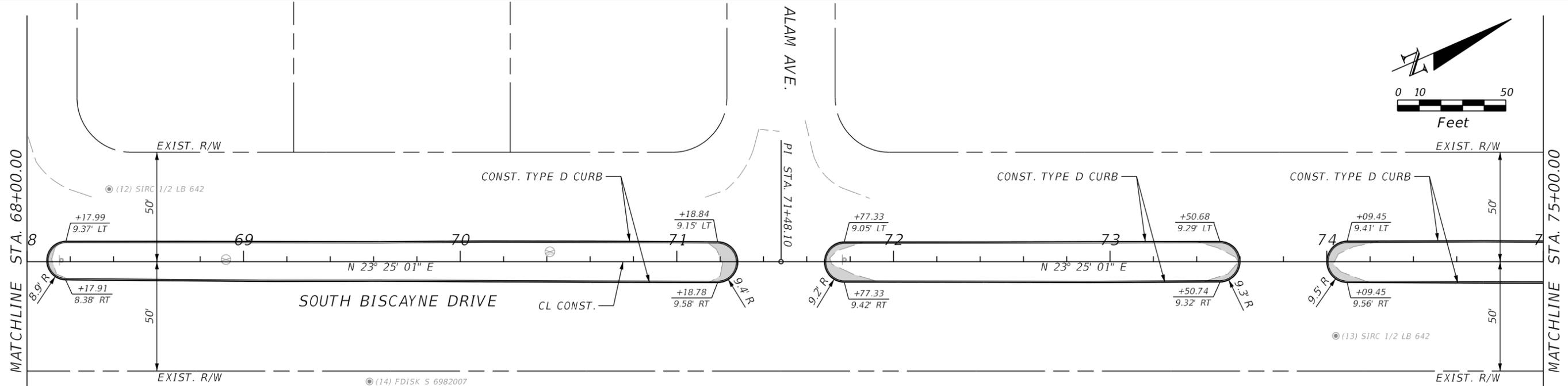
REVISIONS			
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 RYAN K. BELL, P.E. NO. 60010

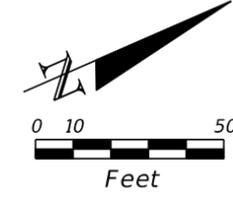
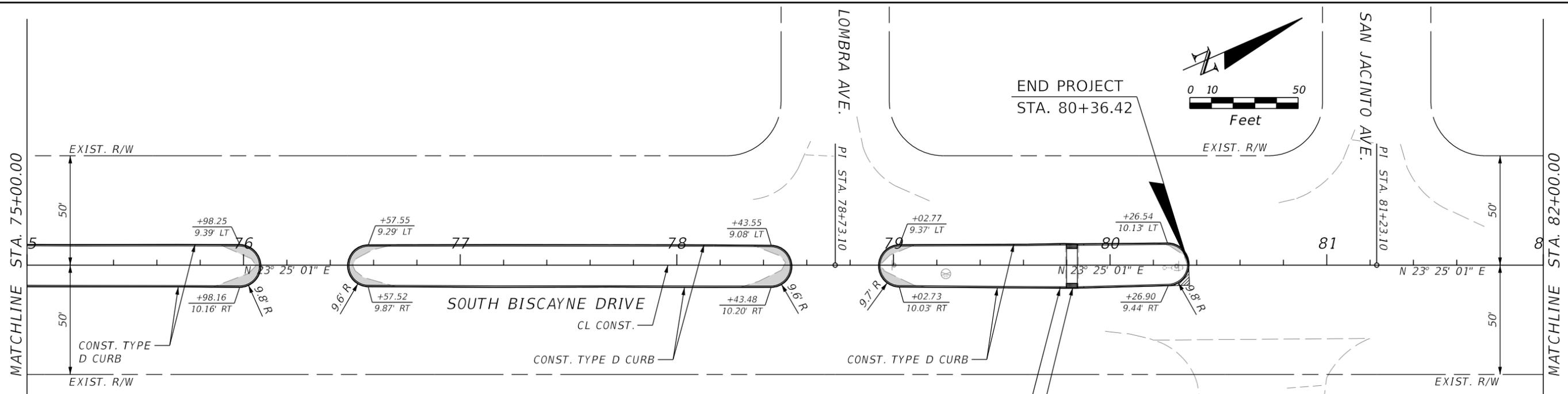
CITY OF NORTH PORT DEPARTMENT OF PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	SARASOTA	

PLAN SHEET

SHEET NO.
11



LEGEND:
 WIDENING
 PAVEMENT REMOVAL



CONST. 6\"/>

LEGEND:
 WIDENING
 PAVEMENT REMOVAL

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 FORT MYERS, FL 33901
 EB 642 & LB 642
 RYAN K. BELL, P.E. NO. 60010

CITY OF NORTH PORT DEPARTMENT OF PUBLIC WORKS		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	SARASOTA	

PLAN SHEET

SHEET NO.
12