



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FLORIDA 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



SEPTEMBER 12, 2016

ADDENDUM 4

TO: PROSPECTIVE BIDDERS
RE: REQUEST FOR BID NO. 2016-47 BUTLER PARK MULTI-USE SPORT FIELD RENOVATIONS
BID OPENING: SEPTEMBER 15, 2016 AT 2:00 PM 4970 CITY HALL BOULEVARD, ROOM 302, NORTH PORT, FLORIDA 34286 (ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 302**)**

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above proposal are issued to modify, and/or clarify the proposal and contract documents (the deletions are as ~~strikethroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and proposals to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

QUESTION/ANSWER:

Questions 01-41 have been answered in Addenda #1.
Questions 42-56 have been answered in Addenda #2.
Questions 57 have been answered in Addenda #3.

Q58. Regarding the rootzone material mix. a) Is required to use a Canadian Peat Moss? b) Is the City willing to accept any other peat moss supplier as an alternative to Lambert Peat Moss?

A58. Yes, Lambert Peat Moss however is preferred.

Q59. Sprigs established into a prepared soil typically cover in 8 weeks. Since sprigs does not establish as quickly as growing sod; Is the City willing to extent the construction time if the springing alternative is selected? If so, how much time?

A59. If sprigs are chosen for the field turf the city will consider extending the contract time to allow for the required turf to be established. The extension would be determined at the time of installation or Substantial Completion.

Q60. Regarding the PVC lateral irrigation lines. In the market there is no such thing as SCH80 Purple Pipe, we understand that the correct class is SCH 40. Please clarify.

A60. That is correct. Schedule 40 Purple Pipe is acceptable.

Q61. In the bid docs there is requirement in the specification section 32 18 23.01 paragraph 3.4 that calls for 50 tons of Blended Rootzone material to be stockpiled for future use by Owner. Our question is, has this 50 Tons of material been included in the bid quantity of 8,750 Tons shown on Exhibit "C" – Bid Schedule (Butler Park) – Playing Fields or is this to be in addition to the 8,750 Tons of material?

A61. At this time the additional 50 tons shown in spec. sec. 32 18 23.01 paragraph 3.4 is to be disregarded. The owner will not require 50 tons of blended rootzone material for its future use. The bid quantity of 8,750 tons is the engineers correct estimate for the fields.

ATTACHMENT:

EXCEL BID SCHEDULE - DELETE previously provided versions of **BID SCHEDULES** and **REPLACE** with the attached excel version of **BID SCHEDULE**.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Alla V. Skipper

Alla V. Skipper, CPPB
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Receipt of Addendum No. 4 shall be noted within the Bid Form in the appropriate section.
End of Addendum No. 4

THIS ADDENDA IS FINAL
NO OTHER ADDENDA WILL BE ISSUED



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SEPTEMBER 7, 2016

ADDENDUM 3

TO: PROSPECTIVE BIDDERS
RE: REQUEST FOR BID NO. 2016-47 BUTLER PARK MULTI-USE SPORT FIELD RENOVATIONS
BID OPENING: SEPTEMBER 15, 2016 AT 2:00 PM 4970 CITY HALL BOULEVARD, ROOM 302, NORTH PORT, FLORIDA 34286 (ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 302**)**

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QUESTION/ANSWER:

Questions 01-41 have been answered in Addenda #1.
Questions 42-56 have been answered in Addenda #2.

- Q57. The sprigging quantity is typically done in Bushels per acre. I believe this is what the 1100/ acre U.O.M actually is meaning...
- A57. **That is Correct.**
Bushel per acre.
Reference Q/A #50 = Rate of 1100 SPAC or Bushel of Sprigs per Acre.
Reference Alternative Bid Schedule Item 00-01 – Estimated quantity of 7678 Bushel (total)

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End of Addendum No. 3



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Sept 06, 2016

ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: REQUEST FOR BID NO. 2016-47 BUTLER PARK MULTI-USE SPORT FIELD RENOVATIONS

BID OPENING: SEPTEMBER 15, 2016 AT 2:00 PM

4970 CITY HALL BOULEVARD, ROOM 302, NORTH PORT, FLORIDA 34286

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QUESTION/ANSWER:

Questions 01-41 have been answered in Addenda #1.

Q42. I do not see the revised drawings that should be part of Add# 1. Please provide.

A42. Drawings have been provided.

Q43. Please provide the concrete pavers section detail.

A43. Please find detail #18 for sheet SD-1.05 attached.

Q44. What is the meaning of the SPAC unit of measurement? I thought that this stand for "Sprigging Acre" but this does not match with the revised engineer estimated quantity (7,400 SPAC). Please clarify.

A44. Sprigs per acre of 1100, for 7678 total sprigs. The quantity in A-1 has been corrected to 7678. UOM has been modified to SP (sprigs).

Q45. The revised bid schedule shows an Eng. Est. Qty. of 0 SF for the 4" Concrete Bleacher Pad. Please confirm that the concrete bleacher pad shall not be installed.

A45. That is correct. The 4" concrete bleacher pads have been removed from the project.

- Q46.** What is the depth of the stabilized sub-grade under the sidewalks and concrete fire lane section?
A46. 12" for Firelane / 8" for sidewalks
- Q47.** The proposal schedule does not have a line item for the 1.5" PVC Lateral Irrigation Pipe, instead there are two line items for the 2" PVC Lateral Line Sch 80 (Purple Pipe). Please verify.
A47. This item was corrected in the Contractor Bid form.
- Q48.** Regarding Exhibit, A-1. Alternative Bid Schedule; Item 00-01 Sprigging: The base bid carries 15.25 acres of sod. Is this sprigging item to replace all of the base bid sod?
A48. No, the alternate bid item is to replace the 6.98 acres of Tifway 419 sod on the playing fields only. All other area is to be Bahia sod.
- Q49.** Regarding Exhibit, A-1. Alternative Bid Schedule; Item 00-01 Sprigging: Please clarify the acronym 'SPAC'.
A49. SPAC – Sprigs per Acre
- Q50.** Regarding Exhibit, A-1. Alternative Bid Schedule; Item 00-01 Sprigging: Please clarify the planting rate of the Sprigging Tifway 419 Bermuda.
A50. 1100 Sprigs per Acre.
- Q51.** Exhibit "C" Playing Fields Bid Schedule, item 00-21: Safety netting quantity appears to have a significant error. Please confirm that the quantity should be 180 lineal feet per field, for all four fields, consistent with the plans.
A51. Total quantity of safety netting is 180LF. The rest of the netting has been removed from the project.
- Q52.** Regarding Paving and Base. Addendum #1 had a question regarding whether native soil would suffice for subgrade material and the answer was NO (Question & Answer #18). Yet the detail on page SD1.05 reads that the 8" of LBR40 sub-base material will suffice, yet it also speaks to 36" of additional subgrade material A-3. Please clarify what the base requirements are?
A52. Detail for DRIVEWAY CONNECTION SPECIFICATION / TYPICAL HEAVY DUTY ASPHALT PAVEMENT SECTION – Yes, 8" of sub-base LBR 40 minimum 98% density AASHTO T-180 over the sub-grade consisting of A-3 or better material for a depth of 3 feet below the sub-base – as stated on the detail.
- Q53.** Regarding Exhibit B (Site Development Bid Schedule), item 00-4. Please provide complete detail package for this structure including elevations, materials selection, height dimensions, post details, gate details.
A53. The Contractor is responsible for providing shop drawings (including location, size and detail) signed and sealed by a professional engineer to meet City of North Port Dumpster / Compactor Corral Requirements attached.
- Q54.** Also, we have noticed that there is a requirement for a City of North Port business license – do we need this license to bid the work or do we need to obtain a license if we are selected as the contractor?
A54. The business license needs to be obtained by the awarded contractor and it's a matter of an application only. This question was answered during the pre-bid meeting.
- Q55.** Clarify an addendum 1 question #24 item K. All related goal post on the project have been removed from the scope of work?
A55. That is correct. All goal posts have been removed from the project.
- Q56.** Exhibit "B" Bid Item 00-2 Site Imported of Clean Fill / 15,800 cy. Our survey estimate shows this project to be a large export project with no import other than the Root Zone mats. Where is the proposed import fill mats being used?
A56. The site is generally being raised 6" after clearing and grubbing has been completed.

ATTACHMENTS:

1. **EXCEL BID SCHEDULE - DELETE** previously provided versions of **BID SCHEDULES** and **REPLACE** with the attached excel version of **BID SCHEDULE**.
2. **DETAIL 18 BRICK PAVERS (PDF, 1 PAGE)**
3. **DUMPSTER REQUIREMENT (PDF, 6 PAGES)**
4. **AUTOCAD FILE (10MB): (ONLY AVAILABLE ON CITY FTP SITE DUE TO SIZE)**
<http://apps.cityofnorthport.com/ftpinfo/> for SD 1.00, SD 2.00 and SD 2.01 as requested. Bidders' are advised this file is not intended for construction stake out without the direct written permission of the engineering firm consent and is only intended to be used for bidding purposes only.

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End of Addendum No. 2



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August 25, 2016

ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: REQUEST FOR BID NO. 2016-47 BUTLER PARK MULTI-USE SPORT FIELD RENOVATIONS

DUE DATE: BID OPENING: ~~August 26, 16, 2016~~ SEPTEMBER 15, 2016 AT 2:00 PM
4970 CITY HALL BOULEVARD, ROOM 302, NORTH PORT, FLORIDA 34286

****ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 302****

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I. BID OPENING EXTENSION: BID OPENING: ~~August 26, 16, 2016~~ SEPTEMBER 15, 2016 AT 2:00 PM 4970 CITY HALL BOULEVARD, ROOM 302, NORTH PORT, FLORIDA 34286 **ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 302**

II. BID ADDENDA EXTENSION: SEPTEMBER 2, 2016 @ 2:00 PM

III. BID SCHEDULE: DELETE BID SCHEDULE PROVIDED IN THE ORIGINAL SPECIFICATION AND REPLACE WITH THE EXCEL SCHEDULE ATTACHED.

IV. QUESTION AND ANSWER:

Q1. Per sheet PF-3.03, more information is needed to determine the linear feet of Irrigation bubbler mainline as the mainline appears to run off the page and cannot be located on subsequent pages.

A1. Match lines have been added to the irrigation plans to show full length.

Q2. On detail 3, sheet PF-5.02, you are referring to a “finish drainage stone”. I do not see a specification for this material. Please provide.

A2. Detail has been corrected to eliminate this product.

- Q3.** On the Bid Schedule (Playing Fields), you are calling out a rootzone material with an 80/20 blend. In the specifications for Natural Playing Field Construction, you are calling out a 90/10 blend. Please clarify.
- A3.** **A 90/10 blend shall be used for this project. This has been corrected on Bid Schedule.**
- Q4.** In the specifications for Natural Playing Field Construction, it says, "Placement of a uniform nine (8) inch depth of Rootzone." Is this to be an eight inch or nine-inch depth?
- A4.** **Correction / modification has been made. The rootzone shall be a uniform 6" inches in depth. The proposed subgrade of the playing field shall be sloped at 1.00% to match proposed finished grade surface.**
- Q5.** Assuming an 8" depth, our take off has us closer to 8425 cubic yards of rootzone compared to 1945 on the bid schedule.
- A5.** **Modification has been made to 6" depth. Tonnage has been updated / corrected.**
- Q6.** Per our take off, there are 35 each remote control valve assemblies with boxes. Bid schedule shows 15 each.
- A6.** **Modification / correction has been made**
- Q7.** On the bid schedule, is the extended amount to be based on the bidder verified quantity or the engineer estimated quantity?
- A7.** **The bidder's verified quantity and unit prices shall be used in establishing total bid amount.**
- Q8.** Is it the intent to award all work in the bid documents in one lump sum contract?
- A8.** **Yes**
- Q9.** Are the fields will be natural grass or synthetic turf?
- A9.** **Natural grass, per specs.**
- Q10.** Who will be responsible for the field and lab testing services? the owner or the contractor?
- A10.** **The Contractor shall be responsible for all fees associated with all project testing requirements. Bidders are advised that the playing field rootzone mix must be tested by a certified U.S.G.A. testing laboratory. The results must be submitted to the engineer of record for approval prior to order materials and placement of material. It also must comply with the ASTM No. F-2396-04, Construction of High Performance Sand-Based Rootzones for Sports Fields**
- Q11.** Is required to have a Certified Underground Utilities Contractor License or a Master Plumber Certification in order to do the Irrigation and Water Main works?
- A11.** **Yes, the general contractor and all sub-contractors are required to be state licensed and licensed with the City of North Port relating to scope of work prior to any construction activity.**
- Q12.** Please provide details for the fixed and removable bollards.
- A12.** **These items have been removed from the project design. Not required**
- Q13.** Please list all the required permits that shall be obtained by the contractor.

- A13.** The contractor is required to obtain the NPDES permit for this project prior to start of any construction activity on-site or off-site. The contractor shall also be responsible for obtaining a tree removal permit. Electrical permit shall be required for phase 1 building and mater irrigation system. The City will pay for all permit fees. Permits and Licenses necessary for the prosecution of the work shall be secured by the Contractor.
- Q14.** Are the new buildings a part of the scope of work? If so, please provide the plans.
- A14.** The phase 1 building denoted on the plans will be awarded as a separate contract. Phase 2 building denoted will be a future project. Contractor is responsible for hardscape around the phase 1 building limits. The hardscape denoted around future phase 2 building shall not be installed. The proposed 8' wide concrete sidewalk shall be installed as part of the phase 1 development activity.
- Q15.** What's the engineer estimate?
- A15.** \$1,657,905.35
- Q16.** Please provide the electrical engineering plans.
- A16.** 2" PVC (Gray) Conduit for phase 1 building has been denoted on Sheet PF-3.01. Additional electrical plans shall be provided in the future. The contractor shall bid based on information currently provided.
- Q17.** Please provide the geotechnical report.
- A17.** Please find attached the limited Geotechnical Report.
- Q18.** Detail 1/SD-1.05 calls for a 3ft depth A-3 or better material below the proposed asphalt pavement base. Please confirm if the existing subgrade material comply with this requirement.
- A18.** For the purposed of bidding, the bidders are advised that the 3ft depth of the existing A-3 or better material does not meet this requirement.
- Q19.** Is this a wage prevailing job?
- A19.** No.
- Q20.** In addition to the existing irrigation heads and valves, is there any others equipment that shall be returned to the owner?
- A20.** No; not at this time. Coordination meeting with the Sarasota County Parks & Recreational Department will be required after awarding the contract.
- Q21.** Please confirm that all of the existing structures are free of asbestos and lead containing materials.
- A21.** No asbestos or lead containing materials have been identified. No report has been supplied as of this date.
- Q22.** What's the depth of the existing clay material on the baseball fields?
- A22.** No geotechnical information was obtained relating to this item. For the purpose of this bid the all bidders shall assume 4" inches in depth. This item falls under site development pay item No. 00-1.

Q23. The following activities are missing from the summary of pay items:

- a. Asphalt Road Removal
- b. 4' Chain Link Fence Removal
- c. Concrete Pavers (Parking Lot)
- d. Concrete Sidewalks Around proposed (or future) buildings
- e. 2' Concrete Ribbon (Parking Lot)
- f. Turbidity Barrier
- g. Inlet Protection
- h. Temporary Construction Entrance
- i. Field Marker Sleeve
- j. Existing Water Meter, RPZ & Bollards to be relocated
- k. Goal Pole

A23. SEE A24

Q24. Please clarify if these (a - k above) activities are part of the scope of work.

- A24.**
- a. Asphalt Road Removal: **This item falls under clearing and grubbing pay item.**
 - b. 4' Chain Link Fence Removal: **Pay Item No. 00-25 has been added to Site Demo Bid Schedule.**
 - c. Concrete Pavers (Parking Lot): **Pay Item No. 00-42 has been added to Site Development Bid Schedule.**
 - d. Concrete Sidewalks Around proposed (or future) buildings: **Refer to answer 14 for response.**
 - e. 2' Concrete Ribbon (Parking Lot): **Pay Item No. 00-42 has been added to Site Development Bid Schedule.**
 - f. Turbidity Barrier: **Items f, g and h. all fall under Pay Item No.00-3 Erosion Control Measures Bid Schedule.**
 - g. Inlet Protection – **SEE RESPONSE FOR f**
 - h. Temporary Construction Entrance – **SEE RESPONSE FOR f**
 - i. Field Marker Sleeve: **Pay Item No. 00-22 has been added to Playing Fields Bid Schedule.**
 - j. Existing Water Meter, RPZ & Bollards to be relocated: **Pay Item No. 00-18 has been added to Utilities Bid Schedule.**
 - k. Goal Pole: **Have been deleted from bid schedule.**

Q25. Please provide plans showing the existing irrigation system to be removed?

A25. No existing record drawings or as-built information is available relating to the existing irrigation system.

Q26. Please identify the following:

- a. Existing Storage Building to be removed
Aa. Yes.
- b. Existing Maintenance Building to be removed
Ab. Yes.
- c. Existing Observation Building to be removed
Ac. No. the observation building has already been removed.
- d. Concrete Control Structure to be removed
Ad. Yes.
- e. Proposed Concrete Water Control Structure

Ae. Yes, the contractor is responsible for all labor, materials and cost associated with all the proposed renovations for the entire stormwater system as reflected in the plans and permit conditions.

Q27. Sheet SD-100 calls for a Grass Fire Lane but detail 17/SD-1.05 shows a 6" concrete fire lane section. Please clarify.

A27. The 6" concrete fire lane section is limited to the hardscape area adjacent to the proposed phase 1 building area.

Q28. Detail 3/PF-5.02 shows a 4" drainage rock below the rootzone mix. How far does the drainage rock layer go?

A28. The detail has been modified to eliminate the 4" drainage rock.

Q29. Please provide details and specifications about the relocation of the existing irrigation communication system.

A29. Low Voltage SKYNET System. Refer to Detail 12/PF-5.03

Q30. Please provide a detail showing the grass parking section.

A30. Please refer to Sheet 7/PF-5.02

Q31. Please confirm if all the existing electrical system currently connected to the power pole to be removed are also to be removed? If so, where will the electrical connection point for the proposed structures and sports lighting poles to remain? FPL is asking for this information in order to provide a proposal.

A31. All on-site power poles will be removed. The proposed electrical service connection point will be from the adjacent existing power pole located in the right-of-way of Spring Haven Drive. The exiting sports light poles to remain are being supplied by the existing electrical panels located along East Price Boulevard.

Q32. Are the tapping sleeve and meter assembly being supplied and installed by City of North Port?

A. Bid Schedule

- Item 00-9 6'X4" Tapping Sleeve W/Meter (CNPU)
- Item 00-12 4" RPZ (CNPU)

A32. The tapping sleeve and meter assembly are being supplied and installed by the Contractor.

Q33. Conflict between quantities on plans and the bid schedule, should the stated bid schedule quantities be estimated for cost purposes?

A) Example: Item 00-11 Remote Control Valve W/Valve Box

- Bid Schedule = 15
- Plans= 35

A33. The quantities on the plans and bid schedule both have been modified to reflect the correct quantities. The specification and plans will take precedence over the bid schedule.

Q34. Conflict between material description on bid schedule and Plans/Specifications

A. Lateral Pipe

- Written Specifications Section 2.2, 2.: Lateral pipe and fittings less than 3 inches in diameter PVC SDR-21, Class 200...Uniformly White in color
- Bid Schedule: Item 00-4 2: PVC Lateral Line SCH 80 (purple pipe)

A34. Reclaimed water is being used on this project and requires purple product. Corrections have been made to both bid schedule and specification. If a conflict is found, please bid the product called out in the specification.

Q35. Pipe

B. Pipe Sizing

- 2" lateral pipe is planned to connect and operate all nine (9) Hunter I-25 with #7 Nozzle @ 7.0 gpm each = 63 gpm
(1) 2" class 200 PVC pipe and fittings, at 63 gpm, exceeds 5.3 ft. /sec. This is greater than the industry standard and will diminish the performance of the Hunter I-25.

A35. Pipe sizing has been updated on the plans.

Q36. How are the Quick Coupler assemblies to be configured?

- The Plans have symbols for an automatic control valve preceding each quick coupler.
- The Detail Drawing (Plan sheet PF-5.03, Detail #4) illustrates the quick coupler connected via swing joint directly to the mainline (without automatic control valve)

A36. Plans have been modified to eliminate remote control valves at the quick couplers.

Q37. The Detail #10 (Plan Sheet PF-5.03) for the booster pump station calls out a chain link fence enclosure.

- Is the fence a responsibility of the irrigation contractor?
- Is there a specification for the fence and gate?

A37. Yes, fence is responsibility of the Contractor. The fence will be 6', 2"x9g with 2-1/2" posts. Fence, posts, post caps, top rail, accessories and fasteners to be black polymer coated. Knuckle finish on top and bottom.

Q38. Detail #8 Lateral/Mainline Trenching specifies a #6 Bar Copper shield/bonding wire.

- What is the bonding wire to be attached to in the piping network?

A38. This element has been removed from the detail. Grounding / Lightning protection will be per manufacturer (Hunter) with ground plates every 12 decoders or 1000 feet. Install ground plates at a 90-degree angle and 8' from the wire path at a depth of 3'.

Q39. Clarify the type of wire and Control system that is to be provided for the Butler Park project.

- The specifications (2.2., B., 7) Lists Two-Wire size 14
- The specification (2.2., B., 9., 1) lists 14 gauge for valve control and 12 gauge for common
- There are no additional specifications for a two-wire decoder or grounding.

A39. Hunter two wire twisted decoder cable, with HDPE jacket. Meets ASTM Specification B-3.

Q40. The plans note that all proposed trees and shrubs are to be irrigated with Rain Bird Xeri-Bubblers

- The Bid Schedule Item 00-15 lists only 41 Landscape Tree Bubblers.

A40. Please use a single source irrigation manufacturer – Hunter Irrigation products (preferred manufacturer of the county). Use Hunter drip irrigation around all trees and shrubs, circle each plant keeping 4' from the root ball on trees.

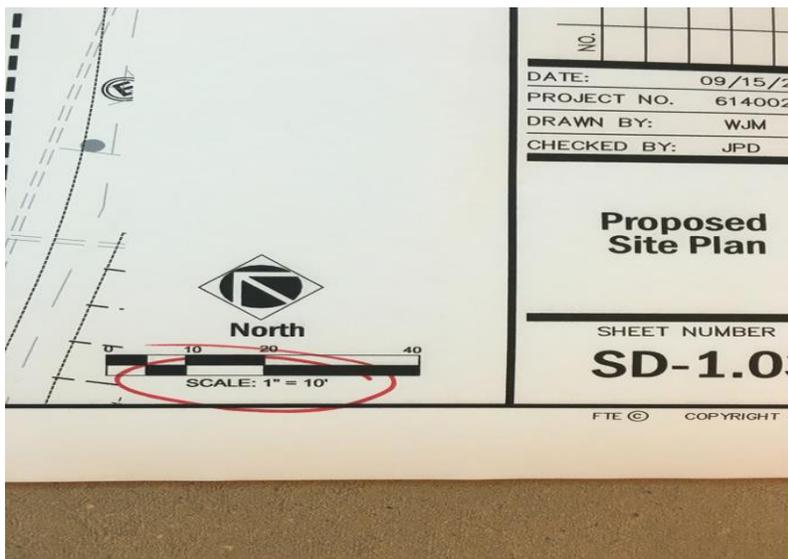
Q41. Can inline drip (Rain bird XFD) be utilized for ground cover and shrubs?

A41. Hunter irrigation products are the preferred provider of the County. Hunter drip tube to circle all proposed trees and shrubs as stated above.

Q42. **The following question was received:** The landscape plans are not to scale, is there any way to get plans that are to scale? We would love to bid this project, but cannot do so without plans to scale.

A42. There are no mistakes as far as scale goes besides one sheet. Sheet SD-1.03 – the stated scale is 1"=10'-0", when it is actually 1"=20'-0". The graphic scale with associated measurements is correct. This shouldn't hold back a bidder. See attached.

Both the landscape and the Irrigation sheets are correct scale.



V. ATTACHMENTS:

- 1. EXCEL SPREADSHEET – BID SCHEDULE**
- 2. GEOTECHNICAL ENGINEERING REPORT (14 pages)**
- 3. SECTION 32 18 23.16 NATURAL TURF PLAYING FIELD IRRIGATION SYSTEM (22 pages)**
- 4. FIELD IRRIGATION PLANS 8202016 (7 pages)**
- 5. SECTION 01100-0-SUMMARY OF WORK (5 pages)**

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Alla V. Skipper

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End of Addendum No. 1

Exhibit "A" - Bid Schedule (Butler Park)-Site Demo							
ITEM NO.	ITEM DESCRIPTION	UOM	ENG EST QTY	**BIDDER VERIFIED UOM	**BIDDER VERIFIED QTY	**UNIT PRICE	EXTENDED AMOUNT
00-0	MOBILIZATION	LS	1	0	0	\$0.00	\$0.00
00-1	CONCRETE ROAD REMOVAL	SF	1,600	0	0	\$0.00	\$0.00
00-2	TREE REMOVAL	EA	18	0	0	\$0.00	\$0.00
00-3	DUGOUT STRUCTURE & CONCRETE SLAB REMOVAL	EA	6	0	0	\$0.00	\$0.00
00-4	BATTING CAGE FENCING & NETTING REMOVAL	EA	2	0	0	\$0.00	\$0.00
00-5	BLEACHER SLAB AND COVERED BUILDING REMOVAL	EA	6	0	0	\$0.00	\$0.00
00-6	STORAGE BINS (CONC. WALLS) REMOVAL	EA	2	0	0	\$0.00	\$0.00
00-7	SCOREBOARD REMOVAL	EA	3	0	0	\$0.00	\$0.00
00-8	FLAG POLE REMOVAL	EA	1	0	0	\$0.00	\$0.00
00-9	12" X 18" RCP REMOVAL	LF	210	0	0	\$0.00	\$0.00
00-10	12" PVC REMOVAL	LF	200	0	0	\$0.00	\$0.00
00-11	8" PVC REMOVAL	LF	150	0	0	\$0.00	\$0.00
00-12	20" X 30" RCP REMOVAL	LF	190	0	0	\$0.00	\$0.00
00-13	STORAGE BUILDING & MISC CONCRETE REMOVAL	LS	1	0	0	\$0.00	\$0.00
00-14	MAINTANCE BUILDING REMOVAL	LS	1	0	0	\$0.00	\$0.00
00-15	OBSERVATION BUILDING REMOVAL	LS	0	0	0	\$0.00	\$0.00
00-16	HANDICAP PARKING (CONCRETE SLAB) REMOVAL	SF	600	0	0	\$0.00	\$0.00
00-17	DUMPSTER CONCRETE SLAB REMOVAL	SF	450	0	0	\$0.00	\$0.00
00-18	6' CHAIN LINK FENCE REMOVAL	LF	1,460	0	0	\$0.00	\$0.00
00-19	20' CHAIN LINK FENCE REMOVAL	LF	193	0	0	\$0.00	\$0.00
00-20	POWER POLE REMOVAL (COORDINATION W/FPL)	LS	1	0	0	\$0.00	\$0.00
00-21	SPORTS LIGHTING REMOVAL	EA	13	0	0	\$0.00	\$0.00
00-22	CONCRETE CONTROL STRUCTURE REMOVAL	EA	1	0	0	\$0.00	\$0.00
00-23	PERIMETER FENCE REMOVAL	LF	200	0	0	\$0.00	\$0.00
00-24	IRRIGATION SYSTEM REMOVAL	LS	1	0	0	\$0.00	\$0.00
00-25	4" CHAIN LINK FENCE REMOVAL	LF	1,650	0	0	\$0.00	\$0.00
Subtotal Site Demo							\$0.00

COMPANY NAME: _____

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Exhibit "B" - Bid Schedule (Butler Park)-Site Development							
ITEM NO.	ITEM DESCRIPTION	UOM	ENG EST QTY	**BIDDER VERIFIED UOM	**BIDDER VERIFIED QTY	**UNIT PRICE	EXTENDED AMOUNT
00-0	MOBILIZATION	LS	1	0	0	\$0.00	\$0.00
00-1	CLEARING AND GRUBBING	AC	16	0	0	\$0.00	\$0.00
00-2	SITE IMPORTED OF CLEAN FILL	CY	15,800	0	0	\$0.00	\$0.00
00-3	EROSION CONTROL MEASURES	LS	1	0	0	\$0.00	\$0.00
00-4	CONCRETE DUMPSTER-PER CITY REQUIREMENTS	LS	1	0	0	\$0.00	\$0.00
00-5	TYPE "F" CURB-PER FDOT STANDARDS	LF	284	0	0	\$0.00	\$0.00
00-6	TYPE "D" CURB-PER FDOT STANDARDS	LF	326	0	0	\$0.00	\$0.00
00-7	3' WIDE CONCRETE SIDEWALK-3,000 P.S.I.	SF	464	0	0	\$0.00	\$0.00
00-8	5' WIDE CONCRETE SIDEWALK-3,000 P.S.I.	SF	1,395	0	0	\$0.00	\$0.00
00-9	8' WIDE CONCRETE SIDEWALK-3,000 P.S.I.	SF	6,560	0	0	\$0.00	\$0.00
00-10	4" CONCRETE BLEACHER PAD-3,000 P.S.I.	SF	0	0	0	\$0.00	\$0.00
00-11	ADA DETECTOR MATS	EA	6	0	0	\$0.00	\$0.00
00-12	HANDICAPED SIGN AND POLES	EA	8	0	0	\$0.00	\$0.00
00-13	CONCRETE WHEEL STOPS	EA	68	0	0	\$0.00	\$0.00
00-14	CONCRETE (FIXED) BOLLARDS	EA	0	0	0	\$0.00	\$0.00
00-15	CONCRETE (REMOVABLE) BOLLARDS	EA	0	0	0	\$0.00	\$0.00
00-16	PARKING LOT PAINTING-STANDARD PARKING STRIPING	LF	160	0	0	\$0.00	\$0.00
00-17	PARKING LOT PAINTING-ARROWS	EA	6	0	0	\$0.00	\$0.00
00-18	PARKING LOT PAINTING-STOP BARS & STOP SIGN (R1-1)	EA	2	0	0	\$0.00	\$0.00
00-19	PARKING LOT PAINTING-HANDICAP STRIPING (ADA)	EA	8	0	0	\$0.00	\$0.00
00-20	GRASS PARKING AREA COMPACTION	LS	1	0	0	\$0.00	\$0.00
00-21	TYPE "C" STORM INLET-PER FDOT	EA	9	0	0	\$0.00	\$0.00
00-22	TYPE "D" STORM INLET-PER FDOT	EA	4	0	0	\$0.00	\$0.00
00-23	CONCRETE WATER CONTROL STRUCTURE	EA	1	0	0	\$0.00	\$0.00
00-24	YARD DRAIN INLET (ADA COMPLAINT)	EA	11	0	0	\$0.00	\$0.00
00-25	4" ADS N-12 SOLID PIPE	LF	579	0	0	\$0.00	\$0.00
Subtotal Site Development 1 of 2							\$0.00

COMPANY NAME: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

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Exhibit "B" - Bid Schedule (Butler Park)-Site Development							
ITEM NO.	ITEM DESCRIPTION	UOM	ENG EST QTY	**BIDDER VERIFIED UOM	**BIDDER VERIFIED QTY	**UNIT PRICE	EXTENDED AMOUNT
00-26	4" ADS BEND	EA	3	0	0	\$0.00	\$0.00
00-27	6" ADS N-12	LF	10	0	0	\$0.00	\$0.00
00-28	12" ADS N-12 SOLID PIPE	LF	469	0	0	\$0.00	\$0.00
00-29	15" ADS N-12 SOLID PIPE	LF	357	0	0	\$0.00	\$0.00
00-30	4" (PVC) CLEANOUT (SCREW ON TOPS)	EA	7	0	0	\$0.00	\$0.00
00-31	6" (PVC) CLEANOUT PVC (SCREW ON TOP)	EA	1	0	0	\$0.00	\$0.00
00-32	STORMWATER SAND FILTER SYSTEM	LF	225	0	0	\$0.00	\$0.00
00-33	6" DIRECTIONAL BORE-DR-11 PIPE	LF	153	0	0	\$0.00	\$0.00
00-34	12" X 18" ERCP PIPE	LF	352	0	0	\$0.00	\$0.00
00-35	14" X 23" ERCP PIPE	LF	192	0	0	\$0.00	\$0.00
00-36	19" X 30" ERCP PIPE	LF	280	0	0	\$0.00	\$0.00
00-37	19" X 30" CONCRETE MITERED END SECTIONS	EA	4	0	0	\$0.00	\$0.00
00-38	ASPHALT PARKING AREA	LS	1	0	0	\$0.00	\$0.00
00-39	LAND SURVEYING STAKE OUT & AS-BUILTS	LS	1	0	0	\$0.00	\$0.00
00-40	FINISH GRADING	AC	16	0	0	\$0.00	\$0.00
00-41	CONCRETE BRICK PAVER PER CITY REQUIREMENTS	SF	120	0	0	\$0.00	\$0.00
00-42	2' CONCRETE RIBBON 3,000 PSI FDOT VALLEY GUTTER	LF	32	0	0	\$0.00	\$0.00
Subtotal Site Development 2 of 2							\$0.00
Subtotal Site Development 1 of 2							\$0.00
SUBTOTAL OF SITE DEVELOPMENT							\$0.00

COMPANY NAME: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

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Exhibit "C" - Bid Schedule (Butler Park)-Playing Fields							
ITEM NO.	ITEM DESCRIPTION	UOM	ENG EST QTY	**BIDDER VERIFIED UOM	**BIDDER VERIFIED QTY	**UNIT PRICE	EXTENDED AMOUNT
00-0	MOBILIZATION	LS	1	0	0	\$0.00	\$0.00
00-1	IRRIGATION BOOSTER PUMP & CONTROLLER (RECLAIM)	LS	1	0	0	\$0.00	\$0.00
00-2	HUNTER IRRIGATION HEADS	EA	152	0	0	\$0.00	\$0.00
00-3	4" PVC MAIN LINE CL 200 PVC (PURPLE PIPE)	LF	400	0	0	\$0.00	\$0.00
00-3A	3" PVC MAIN LINE CL 200 PVC (PURPLE PIPE)	LF	4,330	0	0	\$0.00	\$0.00
00-4	2" PVC LATERAL LINE SCH 80 (PURPLE PIPE)	LF	2,625	0	0	\$0.00	\$0.00
00-4A	1-1/4" PVC LATERAL LINE SCH 80 (PURPLE PIPE)	LF	2,520	0	0	\$0.00	\$0.00
00-4B	2" PVC LATERAL LINE SCH 80 (PURPLE PIPE)	LF	1,100	0	0	\$0.00	\$0.00
00-4C	2-1/2" PVC LATERAL LINE SCH 80 (PURPLE PIPE)	LF	80	0	0	\$0.00	\$0.00
00-4D	3" PVC LATERAL LINE SCH 80 (PURPLE PIPE)	LF	1,000	0	0	\$0.00	\$0.00
00-5	4" X 3" PVC REDUCER	EA	2	0	0	\$0.00	\$0.00
00-6	4" PVC TEE	EA	1	0	0	\$0.00	\$0.00
00-6A	3" PVC TEE	EA	2	0	0	\$0.00	\$0.00
00-6B	3"X3"X4" PVC TEE	EA	2	0	0	\$0.00	\$0.00
00-6C	4"X4"X3" PVC TEE	EA	2	0	0	\$0.00	\$0.00
00-7	4" GATE VALVE (MANUAL) BRASS	EA	4	0	0	\$0.00	\$0.00
00-7A	3" GATE VALVE (MANUAL) BRASS	EA	13	0	0	\$0.00	\$0.00
00-8	4" 45 DEGREE (PVC) BEND	EA	4	0	0	\$0.00	\$0.00
00-8A	3" 45 DEGREE (PVC) BEND		20	0	0	\$0.00	\$0.00
00-9	6" X 4" TAPPING SLEEVE W/ METER(CNPU)	LS	1	0	0	\$0.00	\$0.00
00-10	2" QUICK COUPLER WITH VALVE BOX	EA	16	0	0	\$0.00	\$0.00
00-11	REMOTE CONTROL VALVE ASSEMBLY W/ VALVE BOX	EA	31	0	0	\$0.00	\$0.00
00-12	4" RPZ (CNPU)	EA	1	0	0	\$0.00	\$0.00
00-13	2" PVC SLEEVE UNDER PAVEMENT (GRAY)	LF	85	0	0	\$0.00	\$0.00
00-14	IRRIGATION BUBBLER MAIN LINE	LF	2,240	0	0	\$0.00	\$0.00
00-15	LANDSCAPE AND TREE BUBBLERS	EA	41	0	0	\$0.00	\$0.00
00-16	6" ROOT ZONE MATERIAL (90/10 Blend) U.S.G.A./PEAT	TON	8,750	0	0	\$0.00	\$0.00
00-17	RELOCATE EXISTING IRRIGATION COMMUNICATION SYSTEM	LS	1	0	0	\$0.00	\$0.00
00-18	IRRIGATION CONTROLLER (48 STA.) LIGHTING PROTECTION	EA	1	0	0	\$0.00	\$0.00
00-19	TIFWAY 419 (ROLLED)	SF	304,170	0	0	\$0.00	\$0.00
00-20	RECLAIM SIGNS	EA	10	0	0	\$0.00	\$0.00
00-21	NETTING SYSTEM 90LF PER FIELD	LF	180	0	0	\$0.00	\$0.00
00-22	FIELD MARKER SLEEVE	EA	36	0	0	\$0.00	\$0.00
Subtotal Playing Fields							\$0.00

COMPANY NAME: _____

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Exhibit "D" - Bid Schedule (Butler Park)-Landscaping							
ITEM NO.	ITEM DESCRIPTION	UOM	ENG EST QTY	**BIDDER VERIFIED UOM	**BIDDER VERIFIED QTY	**UNIT PRICE	EXTENDED AMOUNT
00-0	MOBILIZATION	LS	1	0	0	\$0.00	\$0.00
00-1	BALD CYPRESS-TREE	EA	6	0	0	\$0.00	\$0.00
00-2	LIVE OAK-TREE	EA	22	0	0	\$0.00	\$0.00
00-3	SOUTHERN MAGNOLIA-TREE	EA	3	0	0	\$0.00	\$0.00
00-4	RED MAPLE-TREE	EA	10	0	0	\$0.00	\$0.00
00-5	WAX MYRTLE-SHRUB	EA	100	0	0	\$0.00	\$0.00
00-6	INDIAN HAWTHORN-GROUNDCOVER	EA	255	0	0	\$0.00	\$0.00
00-7	CYPRESS MULCH (GRADE B OR BETTER)	CF	1,000	0	0	\$0.00	\$0.00
00-8	BAHIA SOD-(WEED FREE)	SF	360,222	0	0	\$0.00	\$0.00
Subtotal Landscaping							\$0.00

COMPANY NAME: _____

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Exhibit "E" - Bid Schedule (Butler Park)-Utilities							
ITEM NO.	ITEM DESCRIPTION	UOM	ENG EST QTY	**BIDDER VERIFIED UOM	**BIDDER VERIFIED QTY	**UNIT PRICE	EXTENDED AMOUNT
00-0	MOBILIZATION	LS	1	0	0	\$0.00	\$0.00
00-1	LAND SURVEYING (STAKE-OUT AND AS-BUILT)	LS	1	0	0	\$0.00	\$0.00
00-2	6" SDR-26 PVC SEWER PIPE	LF	115	0	0	\$0.00	\$0.00
00-3	6" CLEANOUT ASSEMBLY	EA	3	0	0	\$0.00	\$0.00
00-4	6" X 6" TEE PVC	EA	1	0	0	\$0.00	\$0.00
00-5	6" X 4" REDUCER PVC	EA	1	0	0	\$0.00	\$0.00
00-6	4" 90 DEGREE BEND PVC SDR-26	EA	1	0	0	\$0.00	\$0.00
00-7	4" SDR-26 PVC SEWER PIPE	LF	22	0	0	\$0.00	\$0.00
00-8	1" X 1-1/2" REDUCING FLANGE	EA	1	0	0	\$0.00	\$0.00
00-9	1-1/2" TYPE R COPPER WATER SERVICE	EA	1	0	0	\$0.00	\$0.00
00-10	1" WATER METER W/ METER BOX (NPUC)	LS	1	0	0	\$0.00	\$0.00
00-11	1-1/2" RPZ ASSEMBLY	EA	1	0	0	\$0.00	\$0.00
00-12	1-1/2" PE DR-9 WATER LINE	LF	185	0	0	\$0.00	\$0.00
00-13	1-1/2" X 1-1/2" TEE	EA	1	0	0	\$0.00	\$0.00
00-14	3/4" GATE VALVE W/ BOX-TRAFFIC BEARING	EA	1	0	0	\$0.00	\$0.00
00-15	3/4" REDUCER	EA	1	0	0	\$0.00	\$0.00
00-16	1/2" PE DR-9 WATER LINE	LF	84	0	0	\$0.00	\$0.00
00-17	2" PVC (GRAY) CONDUIT W/TRACER WIRE	LF	520	0	0	\$0.00	\$0.00
00-18	RELOCATE WATER METER, RPZ & BOLLARDS	LS	1	0	0	\$0.00	\$0.00
Subtotal Utilities							\$0.00

COMPANY NAME: _____

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Exhibit "A-1" -Alternative Bid Schedule (Butler Park)							
ITEM NO.	ITEM DESCRIPTION	UOM	ENG EST QTY	**BIDDER VERIFIED UOM	**BIDDER VERIFIED QTY	**UNIT PRICE	EXTENDED AMOUNT
00-01	SPRIGGING TIFWAY 419 BERMUDA 1,100 PA	SPAC	7,400	0	0	\$0.00	\$0.00
00-02	4" USGA SAND BASE ROOTZONE	TON	5836	0	0	\$0.00	\$0.00
00-03	6" MODIFIED USGA SAND BASE ROOTZONE	TON	4375	0	0	\$0.00	\$0.00
SUB-TOTAL ALTERNATIVE BID SCHEDULE							\$0.00

COMPANY NAME: _____

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Items A -E Subtotals							
ITEM NO.	ITEM DESCRIPTION	UOM	ENG EST QTY	**BIDDER VERIFIED UOM	**BIDDER VERIFIED QTY	**UNIT PRICE	EXTENDED AMOUNT
A	Subtotal Site Demo						\$0.00
B	SubTotal Site Development						\$0.00
C	Subtotal Playing Fields						\$0.00
D	Subtotal Landscaping						\$0.00
E	Subtotal Utilities						\$0.00
	TOTALS						\$0.00

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EXHIBIT "B"

CHANGE ORDERS AND OPTIONAL/ADDITIONAL EXPENSES

CHANGE ORDER PROCEDURES: Contractor shall submit Potential Change Orders (PCO) based on the bid unit prices from Exhibit "A" and Exhibit "B" of this Quote. Each Potential Change Order (PCO) shall include all labor, materials, permits, equipment, machinery, transportation, delivery, subcontractor pricing and mark-up, tools and incidentals necessary for completion of the work.

- Labor Rate is defined as a per hour price which includes all related overhead costs.
- A fixed percent mark- up based on Exhibit "B" shall be assessed for all materials purchased.
- A fixed percent mark- up based on Exhibit "B" shall be assessed for all subcontracted work, Professional and Testing submittals and or special needs equipment and rental equipment.

Contractor shall provide competitively priced subcontracted work, materials and/or equipment Itemized subcontractor estimates are required with the contractor's estimate and shall include subcontractor name, scope of work performed.

Detailed by labor, materials, equipment and permits as may be applicable.

The City reserves the right to verify any information submitted for a PCO and/or seek additional information regarding Contractor's and subcontractors' qualifications to perform the proposed work. The contractor agrees to provide such information relating to his qualifications as may be requested by the City.

OPTIONAL/ADDITIONAL EXPENSES: Expenses incurred by the Contractor as a result of the completion of additional tasks requested by the City which were not included in the construction documents described above and will be billed to the City at the rates described in Exhibit "B" and according to the Bid Cost Schedule.

EXHIBIT "B" INSTRUCTIONS:

Bidders are to complete the hourly rate price schedule for construction equipment, transport equipment, support equipment manpower.

Also include a percentage of **10% or less** for contractor fee over total cost, Contractor's mark up over Subcontractors' Cost, materials markup over invoice price, subcontractor's markup over invoice price and emergency repair markup over total cost of regular repair. Contractors insurance and bond percentage **shall not exceed 2%**.

REVISIONS AND ADDITIONAL SERVICES: Any revisions, changes or alterations to previously approved design work, or services performed outside the Scope of Services as outlined will be billed at the hourly rates listed below. Contractor will submit cost estimates to the Architect/Engineer of record and the City prior to initiating any additional services. The Change Order must be approved by the City prior to any work starting.

EXHIBIT "B" SCHEDULE OF VALUES

CONSTRUCTION EQUIPMENT	
COMPACT EXCAVATOR	\$
SMALL EXCAVATOR	\$
LARGE EXCAVATOR	\$
RUBBER TIRE BACKHOE LOADER	\$
SMALL LOADER	\$
LARGE LOADER	\$
DOZER	\$
ROLLER	\$
TRACTOR W/BOX BLADE OR BROOM	\$
CRANE	\$

TRANSPORT EQUIPMENT	
1/2 TON PICKUP	\$
3/4 TON PICKUP	\$
1 TON PICKUP	\$
LUBE/FUEL TRUCK	\$
LOWBOY TRACTOR W/TRAILER	\$
DUMP TRUCK	\$
MECHANICAL TRUCK	\$

SUPPORT EQUIPMENT	
PLATE COMPACTOR/JUMPING JACK	\$
TRAILER	\$
AIR COMPRESSOR	\$
JACK HAMMER	\$
TRENCH BOX	\$
STEEL PLATES	\$
3" PUMP W/HOSES	\$
4" PUMP W/HOSES	\$
6" PUMP W/HOSES	\$
8" PUMP W/HOSES	\$
WELLPOINT EQUIPMENT (EXCLUDES PUMP)	\$
SMALL GENERATOR	\$
TEST PUMP	\$

SUPPORT EQUIPMENT cont.	
PIPE SAW/CHAIN SAW	\$
PIPE LASER/TRANSIT	\$
CEMENT MIXER	\$
CONCRETE PUMP	\$
PROJECT MANAGER/ESTIMATOR	\$
SUPERINTENDENT	\$
FOREMAN	\$
OPERATOR/DRIVER	\$
PIPE LAYER/SKILLED LABORER	\$
LABORER	\$
MECHANIC	\$
ELECTRICIAN	\$
VEHICLE	\$

MARKUP	
CONTRACTOR FEE OVER TOTAL COST (LABOR & MATERIALS)	%
CONTRACTOR'S MARK-UP OVER SUBCONTRACTOR'S COST	%
MATERIALS MARK-UP OVER INVOICE PRICE	%
SUBCONTRACTOR'S MARKUP OVER INVOICE PRICE	%
EMERGENCY REPAIR MARKUP OVER TOTAL COST OF REGULAR REPAIR	%
CONTRACTOR INSURANCE	%
CONTRACTOR BOND	%

COMPANY NAME: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

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Geotechnical Engineering Report

Butler Park – Multi-Purpose Fields

North Port, Florida

August 14, 2014

Dunkelberger Project No. HC145022

Prepared for:

Florida Transportation Engineering, Inc.

Punta Gorda, Florida

Prepared by:

Dunkelberger Engineering & Testing, a Terracon Company

Sarasota, Florida

DUNKELBERGER
engineering & testing, inc.

A **Terracon** COMPANY



Geotechnical



Environmental



Construction Materials



Facilities

DUNKELBERGER
engineering & testing, inc.

A Terracon COMPANY

August 14, 2014

Florida Transportation Engineering, Inc.
8250 Pascal Drive
Punta Gorda, Florida 33950

Attn: Mr. William J. McBride, Sr.
Director of Sports and Land Development
P: [941] 639-2818
E-mail: bmcbride@fteinc.net

Re: Geotechnical Engineering Services
Butler Park – Multi-Purpose Fields
North Port, Sarasota County, Florida
Dunkelberger Project Number: HC145022

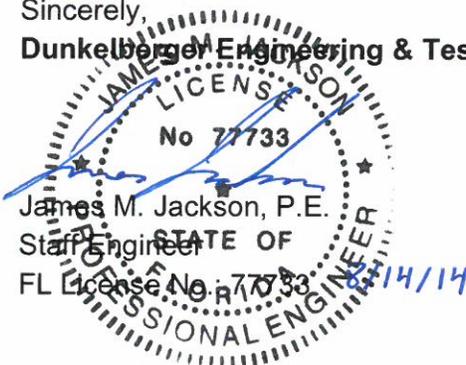
Dear Mr. McBride:

Dunkelberger Engineering & Testing, a Terracon Company (DUNKELBERGER) has completed geotechnical engineering services for the above referenced project in general accordance with our proposal number PHC140013 – Revision No. 1, dated May 5, 2014. This report presents the findings of the geotechnical services in connection with the above referenced site.

We appreciate the opportunity to be of service to you on this project. If you have any questions, please contact the undersigned at 941-379-0621.

Sincerely,

Dunkelberger Engineering & Testing, a Terracon Company



Scott Parrish
Scott N. Parrish, P.E.
Department Manager 8/14/14
FL License No.: 69091

Enclosures

cc: 1 – Client (PDF)
1 – File

Dunkelberger Engineering & Testing, A Terracon Company 8260 Vico Court, Unit B, Sarasota, Florida 34240

P [941] 379 0621 F [941] 379 5061 dunkelberger-engineering.com/

Geotechnical

Environmental

Construction Materials

Facilities

TABLE OF CONTENTS

Page No.

EXECUTIVE SUMMARY	I
1.0 INTRODUCTION	1
2.0 PROJECT INFORMATION	1
2.1 Project Description.....	1
2.2 Site Location and Description.....	1
3.0 SUBSURFACE CONDITIONS	2
3.1 Surficial Soil Conditions (SCS Soils Survey).....	2
3.2 Field Explorations	3
3.3 Typical Profile.....	3
3.4 Groundwater	3
3.5 Laboratory Analysis	4
4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION.....	4
4.1 Earthwork.....	4
4.1.1 Site Preparation	4
4.1.2 Material Requirements	4
4.1.3 Compaction Requirements.....	5
5.0 GENERAL COMMENTS.....	5

APPENDIX A – FIELD EXPLORATION

Sheet A-1	Boring Location Plan
Sheet A-2	Subsurface Profiles

EXECUTIVE SUMMARY

A geotechnical study has been carried out for the proposed soccer fields which will be located at 6205 West Price Boulevard in North Port, Sarasota County, Florida. Six borings, designated AB-1 through AB-6, were drilled to depths of 6 feet below the existing land surface (bls) in the proposed soccer field locations.

Based on the information obtained from our geotechnical exploration, it appears that the site can be developed for the proposed project. The following geotechnical considerations were identified:

- The borings found fine sand with trace to slight amounts of silt (SP, SP-SM) from the surface to the borehole termination depth of 6 feet bls.
- Groundwater levels varied from at the existing ground surface to about 1 ½ feet bls.

This summary should be used in conjunction with the entire report for design purposes. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein. The section titled **GENERAL COMMENTS** should be read for an understanding of the report limitations.

**GEOTECHNICAL ENGINEERING REPORT
BUTLER PARK – MULTI-PURPOSE FIELDS
NORTH PORT, FLORIDA**

**Dunkelberger Project No. HC145022
August 14, 2014**

1.0 INTRODUCTION

A geotechnical study has been carried out for the proposed soccer fields which will be located at 6205 West Price Boulevard in North Port, Sarasota County, Florida. Six borings, designated AB-1 through AB-6, were drilled to depths of 6 feet below the existing land surface (bls) in the proposed soccer field locations. Logs of the borings and test results along with a boring location plan are included in Appendix A of this report.

The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- subsurface soil conditions
- groundwater conditions
- earthwork

2.0 PROJECT INFORMATION

2.1 Project Description

Item	Description
Site layout	See Appendix A, Sheet 1: Boring Location Plan.
Construction	The project will include the construction of three new soccer fields
Grading	It is assumed that grading will be minimal (i.e. less than 1 foot)

2.2 Site Location and Description

Item	Description
Location	6205 West Price Boulevard in North Port, Sarasota County, Florida
Existing improvements	Existing park with 1 baseball field, 2 little league fields, and a rectangular multi-purpose field
Current ground cover	Short grasses
Existing topography	Relatively level

3.0 SUBSURFACE CONDITIONS

3.1 Surficial Soil Conditions (SCS Soils Survey)

The Soil Survey of Sarasota County, Florida (i.e. Soil Survey), issued September 1991 and published by the Soil Conservation Service (U.S. Department of Agriculture), was reviewed to determine the surficial soil map units at this site. The soil survey map, shown below, indicates that the majority of the site is mapped as Soil Unit 10 with the eastern quarter mapped with Unit 33. Unit 10, EauGallie and Myakka fine sand, is comprised of nearly-level, poorly drained soil in broad flatwoods. The typical soil profile consists of 48 inches of fine sand, underlain by loamy fine sand to a depth of 80 inches. Under natural (pre-development) conditions, the Seasonal High Groundwater Table (SHGWT) is reported to lie between 6 and 18 inches below land surface (bls) for 2 to 6 months of the year.

Unit 33, Pomello fine sand, is comprised of nearly level, moderately well drained soil on low ridges and knolls on flatwoods. The typical soil profile consists of fine sand to a depth of 80 inches. Under natural (pre-development) conditions, the SHGWT is reported to lie at a depth of 24 to 40 inches for 1 to 4 months of the year.



It should be noted that the Soil Survey is not intended as a substitute for site-specific geotechnical exploration; rather it is a useful tool in planning a project scope in that it provides information on soil types likely to be encountered.

3.2 Field Explorations

The subsurface conditions of the site were explored with six (6) auger borings drilled to a depth of 6 feet below the existing land surface (bls). Two (2) borings were positioned in each of the three proposed soccer field locations. The borings were drilled using hand-turned, bucket-type equipment. Grab samples of each soil stratum were collected from the auger bucket, placed in labeled glass jars and transported to our laboratory for visual-manual classification by a geotechnical engineer.

The groundwater level was measured in the boreholes just prior to them being backfilled with soil cuttings.

The locations of the borings are indicated on the *Boring Location Plan* as Sheet A-1 in Appendix A.

3.3 Typical Profile

Based on the results of the borings, subsurface conditions at the project site can be generalized as follows:

Stratum	Approximate Depth to Bottom of Stratum (feet)	Material Description
1	6	Fine SAND with trace to slight amounts of silt (SP, SP-SM)

Conditions encountered at each boring location including soil stratigraphy and classifications and approximate groundwater levels are indicated on the *Subsurface Profiles* on the attached Sheet A-2 in Appendix A. Stratification boundaries on the boring logs represent the approximate location of changes in soil types; in-situ, the transition between materials may be gradual.

3.4 Groundwater

The depth to groundwater measured during our field work was approximately 0 to 1 ½ feet bls. It should be noted that the groundwater measurements can be influenced by the drilling process, site drainage features and ambient weather conditions which have been seasonably wet. Groundwater levels on the site are expected to fluctuate in response to a variety of factors, including rainfall and drainage patterns. The borings were drilled during a rain storm which could have resulted in a shallower groundwater level than usual.

We estimate that during the normal wet season (typically June through October) with rainfall and recharge at a maximum, the seasonal high water table will be about 1 foot below the existing ground surface. Our estimates of the seasonal groundwater conditions are based on the USDA Soil Survey, the encountered soil types, recent weather conditions, and the encountered (current) groundwater levels.

These seasonal water table estimates do not represent the temporary rise in water table that occurs immediately during a significant storm event, including adjacent to other stormwater management facilities. This is different from static groundwater levels in wet ponds and/or drainage canals which can affect the design water levels of new, nearby ponds. The seasonal high water table may vary from normal when affected by extreme weather changes, localized or regional flooding, karst activity, future grading, drainage improvements, or other construction that may occur on or around the site following the date of this report.

3.5 Laboratory Analysis

Soil samples collected from the borings were reviewed in our laboratory by a geotechnical engineer and assigned a visual-manual classification using the Unified Soil Classification System (ASTM D2488; U.S.C.S. Additionally, five samples were selected to aid in the U.S.C.S. classification. Five (5) moisture (water) content tests, five (5) percent passing the U.S. No. 200 sieve washes, and two (2) organic content tests were run. The results of the laboratory testing are shown as part of the *Subsurface Profiles* on the attached Sheet A-2 in Appendix A.

4.0 RECOMMENDATIONS FOR DESIGN AND CONSTRUCTION

The borings completed at the site indicate that the planned soccer fields are primarily underlain by clean to slightly silty fine sands. These soils can be rendered suitable for support of the proposed construction following implementation of the recommended Earthwork procedures as discussed in this report.

4.1 Earthwork

4.1.1 Site Preparation

Earthwork operations should begin with the stripping of any surficial organic soil (topsoil) from the planned soccer field areas. Wet or dry material should either be removed or moisture conditioned and re-compacted.

4.1.2 Material Requirements

Engineered fill intended to establish a firm, stable playing surface should generally meet the following material property requirements:

Fill Type	USCS Classification	Acceptable Location for Placement
General ^{1,2}	SP, SP-SM (fines content < 12 percent, maximum particle size < 2 inches, organic content < 3 percent)	All locations and elevations

1. Stratum 1 soils at this site appear to meet this criterion. Soils with fines content > 12 percent may retain moisture and be difficult to compact and achieve specified density and stability. These soils may need to be maintained dry of optimum to properly compact.
2. The final grading and turf requirements should be specified by the landscape architect and should be designed to provide adequate drainage at the site.

4.1.3 Compaction Requirements

Item	Description
Fill Lift Thickness	12 inches or less in loose thickness when compacted with rubber-tired equipment
Compaction Requirements	90 percent ±2 percent of the maximum dry density as determined by the Modified Proctor Test (ASTM D-1557).
Moisture Content ¹	Within ±4 percent of optimum moisture content as determined by the Modified Proctor test, at the time of placement and compaction
Minimum Testing Frequency	One field density test per 5,000 square feet of area.

- 1 We recommend that engineered fill be tested for moisture content and compaction during placement. Should the results of the in-place density tests indicate compaction limits have not been met, the area represented by the test should be reworked and retested as required until the compaction requirements are achieved.

The fill criteria given above do not address the permeability (drainage) characteristic of the material which is an important design consideration for playing fields. The Stratum 1 soils, with up to 12% fines and even at a modest compaction requirement (90% ASTM D-1557), could exhibit relatively low permeability values.

5.0 GENERAL COMMENTS

The analysis and recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between borings, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If variations appear, we should be immediately notified so that further evaluation and supplemental recommendations can be provided.

The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, and bacteria) assessment of the site or identification

Geotechnical Engineering Services

Butler Park – Multi-Purpose Fields ■ North Port, Florida

August 14, 2014 ■ Dunkelberger Project No. HC145022

DUNKELBERGER
engineering & testing, inc.

A Terracon COMPANY

or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless DUNKELBERGER reviews the changes and either verifies or modifies the conclusions of this report in writing.

**APPENDIX A
FIELD EXPLORATION**



SOURCE: FLORIDA TRANSPORTATION ENGINEERING, INC.



LEGEND	
●	AUGER BORING LOCATION AND NUMBER
AB-1	

Locations are approximate.

DRAWN	KV
CHECKED	JJ
APPROVED	SNP
SCALE	SEE SCALE BAR
REVISED	

BUTLER PARK MULTI-PURPOSE FIELDS		
BORING LOCATION PLAN		
NORTH PORT, SARASOTA COUNTY, FLORIDA		
DUNKELBERGER engineering & testing, inc. <small>A Terracon COMPANY</small>		
DATE	8-12-14	PROJ. NO. HC145022
SHEET	1	

BORING NO.

AB-1

AB-2

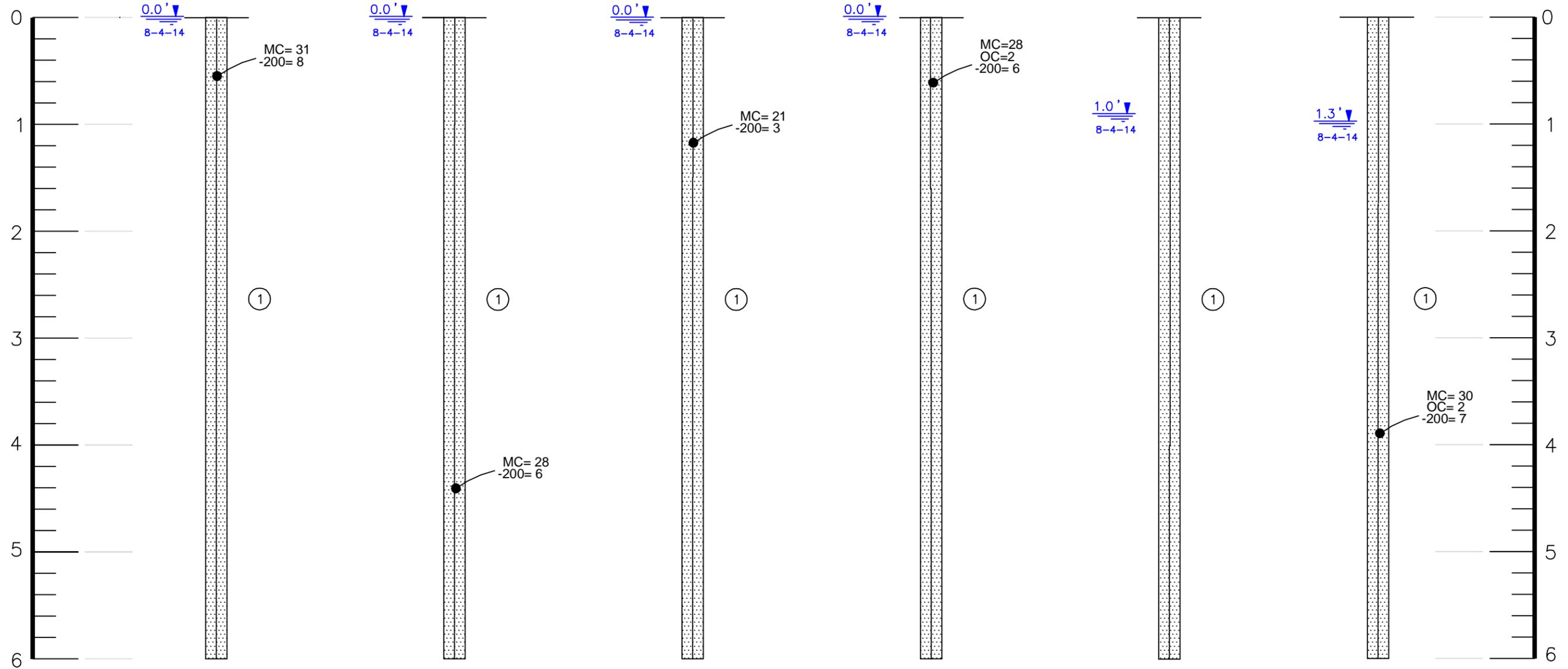
AB-3

AB-4

AB-5

AB-6

DEPTH IN FEET



DEPTH IN FEET

LEGEND

(1) Brown to dark brown, trace to slightly silty SAND (SP, SP-SM)

- MC - Moisture Content (%)
- 200 - Amount Finer Than The U.S. Standard No. 200 Sieve (%)
- OC - Organic content (%)
- SP - Unified Soil Classification System Group Symbol (ASTM D 2487)
- AB-1 - Auger boring number

1.0' 8-4-14 - Depth of groundwater (feet) & date measured

NOTES

- (1) Borings were drilled on August 4, 2014 using hand turned augering equipment.
- (2) Strata boundaries are approximate and represent soil strata at each test hole location only. Soil transitions may be more gradual than implied.
- (3) Groundwater depths shown on the subsurface profiles represent groundwater surfaces on the dates shown. Groundwater level fluctuations should be anticipated throughout the year.

DRAWN	KV
CHECKED	JJ
APPROVED	SNP
SCALE	1" = 1'
REVISED	

BUTLER PARK MULTI-PURPOSE FIELDS					
SUBSURFACE PROFILES					
NORTH PORT, SARASOTA COUNTY, FLORIDA					
DUNKELBERGER engineering & testing, inc. <small>A Terracon COMPANY</small>					
DATE	8-12-14	PROJ. NO.	HC145022	SHEET	2

BORING NO.

AB-1

AB-2

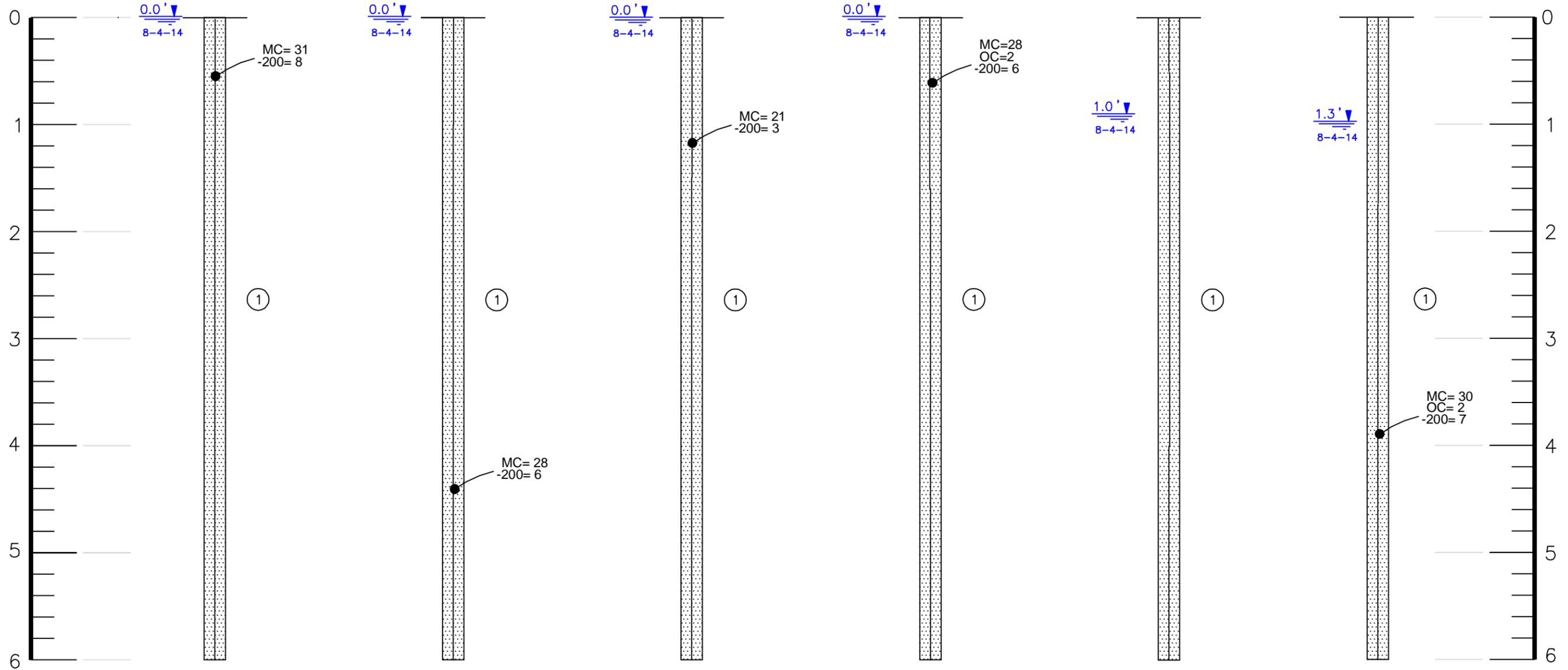
AB-3

AB-4

AB-5

AB-6

DEPTH IN FEET



DEPTH IN FEET

LEGEND

Brown to dark brown, trace to slightly silty SAND (SP, SP-SM)

- MC — Moisture Content (%)
- 200 — Amount Finer Than The U.S. Standard No. 200 Sieve (%)
- OC — Organic content (%)
- SP — Unified Soil Classification System Group Symbol (ASTM D 2487)
- AB-1 — Auger boring number

Depth of groundwater (feet) & date measured

NOTES

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- (3) Groundwater depths shown on the subsurface profiles represent groundwater surfaces on the dates shown. Groundwater level fluctuations should be anticipated throughout the year.

DRAWN KV		BUTLER PARK MULTI-PURPOSE FIELDS SUBSURFACE PROFILES NORTH PORT, SARASOTA COUNTY, FLORIDA		
CHECKED JJ				
APPROVED SNP		DUNKELBERGER engineering & testing, inc. A Terracon COMPANY		
SCALE 1" = 1'				
REVISED		DATE 8-12-14	PROJ. NO. HC145022	SHEET 2

SECTION 32 18 23.16 NATURAL TURF PLAYING FIELD IRRIGATION SYSTEM

PART 1 - GENERAL

1.1 INFORMATION PROVIDED FROM THE OWNER

- A. The Owner shall provide:
 - 1. Survey of site including but not limited to boundaries, contours and spot elevations, existing structures and utilities.

1.2 WORK INCLUDED

- A. Provide all equipment and materials, and do work necessary to complete the natural turf playing field system, as indicated on the drawings, **details** and as specified herein.
 - 1. Playing Field Irrigation System Requirements
 - a. System Piping, heads, valves, controllers and appurtenances
 - b. Automatic controls
 - c. **Relocation of Skynet Master Irrigation Communication System**

1.3 REFERENCE STANDARDS

- A. Comply with applicable requirements of standards relating to the work of this section. Should the standards conflict with other specified requirements; the most restrictive requirement shall govern.
- B. Irrigation System Standards: Comply with all applicable provisions of the latest edition of the following codes:
 - 1. All local and State codes.
 - 2. National Fire Protection Association, (NFPA):
 - 3. The Irrigation Association, (IA).
 - 4. Uniform Plumbing Code (UPC)
 - 5. National Electrical code. (NEC)
 - 6. City of North Port Utilities reclaim water systems specifications
- C. National Sanitation Foundation, (NSF).

1.4 SUBMITTALS

- A. Test reports: Field reports as indicated in PART 3 of this specification.
- B. Supplier List: Submit list of procured and contracted suppliers of all materials required for the Playing Fields **and common area irrigation** System.
- C. Product Data: Submit manufacturer's product data and samples as noted for the following:
 - 1. Irrigation system including heads, valves, boxes, fittings, wire connectors, pipe, pump, and appurtenances

- D. Contractor to verify in writing the static pressure and gpm at water connection point for the irrigation system.
- E. Irrigation Record Drawings:
 - 1. The Contractor shall provide and keep up to date a complete set of "As Built" record set of prints which shall be corrected as the work progresses, and show every change from the original drawings and specifications and the actual "As Built" dimensions and kinds of equipment. This set of drawings shall be kept on site and shall be used only as a record set.
 - 2. These drawings shall also serve as progress sheets, and the Contractor shall make neat and legible annotations thereon as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspection and shall be kept in the Contractor's mobile office on location at all times for inspection.
 - 3. Record drawings shall show the location of all sprinklers, valve boxes, valve markers, controllers, pipe, wire trenches, multiple wire splice boxes, sensors and all pertinent material buried and not visible to the eye. Record drawings shall indicate dimensions from two permanent points of easily identifiable nature, if possible, such as sprinkler heads, permanent markers, concrete pads, etc.
 - 4. Contractor shall provide Owner a laminated half-size copy of the as-built irrigation plan.

1.5 QUALITY ASSURANCE

- A. All work shall be performed by one (1) Contractor with proven experience in this field. This Contractor shall have successfully installed three similar and successful sand based fields in the last five years.

1.6 QUALITY CONTROL

1.7 DELIVERY, STORAGE AND HANDLING

- A. All materials shall be delivered and stored within the Contractor's work limits or in an area approved by the Owner.
- B. All material shall be stored in strict accordance with the manufacturer's recommendations.
- C. Sod: All sod shall be transported to the project site and placed within twenty-four (24) hours after cutting. Sod cutting and shipping shall be coordinated with the Playing Field Contractor and sod installers.
- D. Irrigation Materials:
 - 1. Deliver irrigation system components in manufacturer's original undamaged and unopened containers with labels intact and legible.

2. Deliver plastic piping in bundles, packaged to provide adequate protection of pipe ends.
3. Store and handle materials to prevent damage and deterioration.
4. Provide secure, locked storage for valves, and similar components that cannot be immediately replaced, to prevent installation delays.

1.8 COMPLETION AND ACCEPTANCE

- A. General: Field completion shall be separated into 2 phases, "Preliminary Completion" and "Substantial Completion."
- B. Preliminary Completion: Scheduled date for preliminary completion shall be at least 15 calendar days before substantial completion. Notify the Owner and Owner's representative in writing, 3 days prior to this observation meeting. To be considered "Preliminarily Complete" the following items shall be provided:
 1. Rootzone mixture in place, compacted and to grade.
 2. Irrigation system tested, installed and adjusted.
 3. Sod areas laid, joints and seams filled.
 4. One top-dressing application over entire grass surface complete.
- C. Substantial Completion: After "Preliminary Completion" observation, the Engineer/Architect shall prepare and submit to the Contractor, a punch list of items to be completed to achieve "Substantial Completion". Contractor shall notify the Architect and Owner in writing, 5 days prior to a requested date for a site observation to meet "Substantial Completion." To be considered "Substantially Complete" or "Playable" the following items shall be provided:
 1. All "Preliminary Completion" punch list items are complete.
 2. Maintenance Log compiled in a loose-leaf 3-ring binder detailing all work done on field from installation through Substantial Completion. Log shall include product information sheets and manufacturers representatives contacted with phone numbers.
 3. Submit five (5) copies of written operating and maintenance instructions. Provide format and contents as directed by the ~~Architect~~ **Engineer or City Project Manager**.
 4. Instruct the ~~Team~~ **City** and or **County Owner's** personnel in the operation of the irrigation and other systems.
 5. A minimum of one top dressing performed on total field grass surfaces.
 - ~~6.~~ Root depth of 3-1/2 inch averaged over the entire field as determined by 8 core samples equally representative of **each play field area**. ~~the field areas.~~
 7. Absence of all joints and cracks in sod installation as to appear "seamless.
 8. Dense, green, consistent grass void of any bare or patchy areas.
 9. Smooth, level playing surface compacted and level to grading

tolerances.

10. Written warranties/guarantees.
11. Grass maintained at a height of **12** inches to **12-1/2** inch for Tifway 419 mowed with reel-type equipment.
12. Stockpiling of required "attic stock" field materials.

1.9 WARRANTY / GUARANTEE

- A. General: Warranties / Guarantees specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and are in addition to and run concurrent with other warranties/guarantees made by the Contractor under requirements of the Contract Documents.
- B. Installer Guarantee: Provide a "Full System Guarantee" agreement. The President of the Playing Field Contractor shall sign the guarantee. Provide a guarantee for repair or replacement of the Playing Field System including both materials and workmanship for the following period of time:
 1. One year after date of Substantial Completion.
- C. The following are inclusive of the term "Playing Field System" for provisions of the guarantee:
 1. Working functions of the irrigation system.
 2. Final grade tolerances to one-quarter inch in the length of 25' of finish grade in any direction.
 3. All materials and products specified.
 4. Rootzone mixture shall be guaranteed to have a ~~percolation~~ **infiltration range between rate of 4-8 12"-18"** inches per hour **based on laboratory test results.**
 5. Grass shall be true of species and type and free from objectionable weeds and/or grasses.
 6. Irrigation System: The system shall be adjusted on a continual basis as necessary to maintain specified coverage. Heads shall be adjusted to elevation when necessary. All repairs to lines, valves, heads and field mixes shall be performed in a timely manner repairing to the previous condition and specifications. Heads shall be cleaned as necessary to insure full pop-up and flush lowered positions. Contractor shall use care not to contaminate the rootzone mix when making repairs that require deep excavation below the rootzone layer.
 - a. Controller shall be set for appropriate watering intervals with adequate instructions to the Owner. When possible, Contractor shall demonstrate the operation of the system and it's controls in the presence of the Owner's Groundskeeper until they reasonably understand the system
 7. Maintenance Log: Record a daily log of all maintenance activities

performed on the field through Substantial Completion. These daily records shall be submitted to the Owner and Playing Field Designer/Engineer on a weekly basis through Substantial Completion.

8. Stockpile Materials (Attic Stock): Provide the following additional materials stored as directed by the Owner.

9. Irrigation Spare Parts (Attic Stock)

QTY	SPARE PART
12	Quick coupler valve keys (1 inch)
12	Hose swivel (1-1/2 inch x 1 inch)
2	Valve stem keys (48 inch)
12	Spare heads of each type specified

PART 2 - PRODUCTS

- A. Trench Backfill: Existing soils obtained from Playing Field System excavations, excluding broken and pulverized weathered bedrock.
- B. Unacceptable Soil Materials: Existing on-site material or asphalt materials not suitable for fill.

2.2 IRRIGATION SYSTEM MATERIALS

- A. Plastic Pipe: Provide pipe homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles, and dents. The pipe and hose are continuously and permanently marked with manufacturer's name, material type, size, and schedule or class and quality control identifications.
 1. Mainline pipe and fittings greater than 3 inches in diameter: Rigid, unplasticized polyvinyl chloride (PVC) PR-200, SDR-26 conforming to ASTM D2241 and D3139, NSF approved pipe, extruded from virgin material, PVC gasketed bell pressure pipe. Uniformly ~~white~~ **purple** in color.
 2. Mainline pipe, lateral pipe and fittings less than 3 inches in diameter: Rigid, unplasticized polyvinyl chloride (PVC), SDR-21, Schedule 40, Class 200, conforming to ASTM D2241 and D3139, NSF approved pipe, extruded from virgin material. Use solvent weld pipe and PVC solvent weld fittings. Uniformly ~~white~~ **purple** in color.
 3. Sleeves: All new sleeves shall be PVC Schedule 80, with solvent welded joints. The sleeve diameter is to be twice that of the pipe or wiring

bundle.

B. Fittings:

1. Fittings for PVC main line piping shall be ductile iron gasketed fittings. The ductile iron fittings shall have deep bell push on joints with gaskets meeting ASTM F-477. These fittings shall be for change of direction and or tapped service tees. These fittings shall be manufactured by Harco Manufacturing or approved equal.
2. Fittings for PVC lateral piping shall be schedule 40 PVC fittings, suitable for solvent weld and threaded connections.

C. Nipples:

1. Plastic: Factory-threaded Schedule 80, Type 1, Grade 1 polyvinyl chloride (PVC) pipe, threaded both ends. Pipe shall be in conformance with ASTM D1784 and D1785, gray color.
2. Metallic: Schedule 40 red brass (35% copper, 15% zinc) pipe, threaded both ends. Pipe shall be in accordance with ASTM B43.

D. Solvents and Sealants:

1. Solvent Cement: Compatible with PVC pipe and of proper consistency conforming to ASTM D2564.
2. Threaded connections: All threaded pipe, fittings, and valve connections excepting the sprinkler body inlet, shall use thread sealant.

E. Booster Pump Station:

1. General:
 - a. Booster Irrigation Pump System: shall be a skid type system. Fully contain unit for reclaim water use. The system shall provide ~~100~~ **250** g.p.m. at a discharge pressure of 80 p.s.i. The Contractor shall ~~coordinate with City Project Manager on electrical requirements.~~ **refer to the approved manufactures specifications for the system electrical requirements.**
2. Products:
 - a. Hoover Model ~~HCBF-7.5PDV-230/3-Y-Z~~ **HCF-20PDV-460/3-M,Q,R2,Z, 250 GPM @ 80 PSI at discharge**
 - b. Or approved equal

F. Swing Joints

1. General:
 - a. Sch-80 PVC prefabricated O-ring triple elbow swing joints. Product shall not be fabricated on site.
2. Products:

- a. Dura Plastic Products
 - b. Lasco
 - c. Spears
 - d. Or approved equal
- G. Irrigation Heads
- 1. General: All heads shall be as specified on the drawings or approved equal. Nozzle patterns are indicated and shown; however, specific site conditions may require that different nozzle patterns be used. Contractor shall adjust patterns to provide adequate coverage. All heads shown on the drawings shall be installed and have the following minimum characteristics:
 - a. Rotary gear driven.
 - b. Rubber covers affixed to top of head. (Purple)
 - c. Stainless Steel riser.
 - 2. Products:
 - a. Hunter I-25
 - 1) ~~I-25-ADS04 SS-R-18-07~~ or as per irrigation plans
 - b. Or approved equal.
- H. Valve Boxes
- 1. General:
 - a. Valve boxes shall be of sufficient size to still allow room for maintenance without having to excavate or perform similar operations conforming to ASTM D368 for tensile strength of 18 inch deep and furnished with a non-hinged cover. **Purple cover required.**
 - 2. Products
 - a. Carson
 - b. Ametek
 - c. Brooks Industries
 - d. Or approved equal
- I. Manual Drain Valves
- 1. General:
 - a. 3/4"
 - 2. Products:
 - a. Mueller
 - b. Nibco
 - c. Or approved equal
- J. Gate Valves:
- 1. General:
 - a. Non-rising Stem Gate Valves 3 inches and larger: AWWA C500,

- cast- iron double disc, bronze disc and seat rings or AWWA C509, resilient seated stem, cast-iron body and bonnet, stem nut, 200 psi working pressure, and ends that fit NPS dimension, PVC pipe. Include elastomeric gaskets.
 - b. Bronze, non-rising Stem Gate Valves, 2 inches and Smaller: MSS SP-80, Type 1, solid wedge: non-rising, copper-silicon-alloy stem: Class 125, body and screw bonnet of ASTM B 62 cast bronze, with threaded or solder joint ends. Include polytetraflouroethylene (PTFE)-impregnated packing, brass packing gland, and malleable-iron hand wheel.
 - 2. Products:
 - a. Kennedy
 - b. Clow
 - c. Waterous
 - d. Or approved equal
- K. Ball Valves
 - 1. General:
 - a. Ball valves shall be of the size and type indicated on the plans.
 - b. Shall have a body constructed of cast bronze, stem and cross handle. Ball valves shall have a working pressure of not less than 150 psi and shall conform to AWWA standards.
 - 2. Products:
 - a. Champion
 - b. Or approved equal.
- L. Quick Coupler
 - 1. General:
 - a. One inch
 - 2. Products
 - a. Hunter HQ-44LRC-R
 - b. Rainbird 44RC
 - c. Or approved equal
- M. Quick Coupler Anchor
 - 1. General
 - a. Ductile Iron Anchor with stainless steel bolt
 - 2. Products
 - a. Harco
 - b. Approved Equal.
- N. Automatic Control System
 - 1. General: The automatic controllers shall be commercial type hybrid electromechanical controllers manufactured expressly for control of automatic circuit valves of landscape irrigation systems. Provide dual program clocks with number of circuits as noted on the drawings.

- Each controller shall have factory installed lightning and surge arrestors and be placed on a plastic pedestal.
2. Controller:
 - a. Hunter ACC- 2-wire controller system
 - b. Toro Controller
 - c. Rainbird Controller
 - d. Approved equal.
 3. Exterior Control Enclosure: Manufacturer's standard weatherproof locking cabinet complying with NFPA 70.
 4. Circuit Control: Each circuit variable from 0-120 minutes. Include switch for manual or automatic operation of each circuit.
 5. Timing Device: Adjustable, 24-hour clock, and 14-day calendar wheel with dual program and electric surge protection. Manual or semiautomatic operation.
 6. Rain Sensor:
 - a. ~~Toro 850-74~~**Hunter Rain-CLIK**
 7. Control Wire:
 - a. ~~UF UL listed color coded copper conductor direct burial size 14. Use waterproof DBY wire connectors at splices. Provide one color wire for each of the following:~~
 - 1) ~~Two Wire System~~
 - 1)b. Decoder Wire: All decoder wire shall be twisted pairs of 14 AWG/2.08 mm² solid wire, or approved equal, with an outer jacket to protect from abrasion and sunlight damage. Do not loop a two-wire path, simply terminate the wire at the last decoder. Never connect a wire path from one controller to the wire path of a second controller.**
 8. Electric Remote Control Valves
 - a. Hunter ICV **with Filter Sentry and Reclaim water ID tag**
 - b. Rainbird PESB
 - c. Toro 252 Series plastic electric remote control valve.
 - d. Or approved equal.
 9. Electric Remote Control Wiring:
 - a. General:
 - 1) ~~24 volt electric control wires from controller to automatic valves shall be 14 gauge for valve control and 12 gauge for common, direct burial wire, Type UF, 600 volt, solid copper only, single conductor wire with PVC insulation and bear UL approval for direct underground feeder cable.~~
 - 1) Remote control valve wires shall be of a different color than the 110-volt service to controllers. ~~The 24 volt~~

~~common ground shall be of one continual color (white only) and a different color than the other 24 volt lines and the 110 volt service. Each control wire shall be tagged for zone identification at the controller, valve and where the conduit terminates at the main line loop.~~

2) Wire connections and splices in the red / blue two wire path (IDWIRE) must be made with DBRY-6 or equal waterproof connectors. Whenever a splice or connection is made, it is important to leave adequate slack in the wires. Leave 5ft slack to prevent contraction of the wire from damaging the connections, and allow the splices to be removed from the valve box for service or inspection. Wire slack may be coiled neatly or around the inside of the valve box.

2)3) Grounding: Earth grounding should be connected at every 12 decoders, or 1000 ft of wire run, whichever is shorter. The final decoder in any wire run should be grounded. Install the grounding wire and earth ground hardware at a right angle, 8' from the two wire path at a depth of 3'.

O. Thrust Blocks: Use 3,000 PSI concrete and 2-mil plastic to wrap fittings and pipe.

P. Accessories:

1. Drainage fill shall be 1/2" to 3/4" crushed stone.
 - a. Fill shall be clean soil free of stones larger than 2" diameter, foreign matter, organic material and debris.
 - b. Provide imported fill material as required to complete the work. Obtain rights and pay all costs for imported materials.
 - c. Suitable excavated materials removed to accommodate the irrigation system work may be used as fill material subject to the Engineer's review and acceptance.

2.3 SOD AND GRASS MATERIALS

A. Sod: Tifway 419 Bermuda shall be used.

1. Sod shall be grown in a sand based soil medium similar to the rootzone mixture specified in this section.
2. Sod shall be 12-18 months old at time of harvest and machine stripped to a uniform thickness of no more than 3/4" soil below the thatch layer.
3. No more than 24 hours shall pass from harvest to installation.
4. Sod shall be free of objectionable grasses and broad leafed weeds.
5. Sod shall be big roll cut in approximate widths of greater than or equal to 30 inches and minimum lengths of 50 feet.

6. Sod not displaying the specified soil medium shall be accepted at the sole discretion of the Owner.

2.4 PLAYING FIELD GAME EQUIPMENT

- A. Field Corner Markers
 1. General
 - a. As shown on drawings.

PART 3 - EXECUTION

3.1 EXAMINATION AND PROTECTION

- A. Verification of Conditions: Examine areas and conditions under which all work of this Section is being performed. Do not proceed with any work until unsatisfactory conditions have been corrected. Commencement of work implies acceptance of all areas and conditions.
- B. Protection of Work: Protect all on-going work, so as not to delay work due to weather or project related construction. This includes but is not limited to the use of tarps, geotextile, plywood and other protective measures.
- C. Protection of Persons and Property: Provide all necessary measures to protect workmen and passersby. Barricade open excavations occurring as part of the work, as required by municipal or other authorities having jurisdiction.
 1. Protect adjacent construction throughout the entire operation. Protect newly graded areas from destruction by weather or runoff. Protect structures, utilities, pavements, and other improvements from damage caused by settlement, lateral movement, undermining and washout.
- D. Unanticipated Conditions: Notify the Architect immediately upon finding evidence of previous structures, filled materials that penetrate below designated excavation levels, or other conditions which are not shown or which cannot be reasonably assumed from existing surveys and geotechnical reports. Secure the Architect's instruction before proceeding with further work in such areas.

3.2 EARTHWORK EXECUTION / SUBGRADE

- A. Material Qualification and Testing
 1. If found necessary, submit the following test data for each potential borrow source.
 - a. Particle Size Analysis:
 - 1) Method: AASHTO D422.
 - 2) Number of Tests: Three (3) per potential source.
 - 3) Acceptance Criteria: Gradation within specified limits.

- b. Maximum Density Determination:
 - 1) Method: Modified Proctor Test - ASTM D 1557.
 - 2) Number of Tests: Three (3) per potential source.
 - 2. Re-establish gradation and maximum density of fill material if source is changed during construction.
- B. Preparation
- 1. Establish required lines, levels, contours and datum. Contractor responsible for work shall coordinate and ensure that the final grade of various materials such as rootzone, warning track, skin materials and sod will result in the final field grades shown on the Contract Drawings when these material sections are installed.
 - 2. Maintain benchmarks and other elevation control points. Re-establish, if disturbed or destroyed, at no additional cost to the Owner.
 - 3. Establish location and extent of utilities before commencement of grading operations.
 - 4. Surface Water Control
 - a. All earthwork operations shall be conducted in a manner to prevent surface water from infiltrating into the subgrade and base. Drainage is to be maintained in all parts of the site to drain surface water without ponding at all times. The Contractor, at his own expense, shall undercut soils saturated by ponding and backfill per this Section at the direction of the Engineer.
 - 5. Erosion Control measures to be in place per local codes.
- C. Demolition
- 1. Sod
 - a. Strip that material necessary to remove sod layer and 6" of soil beneath. Remove sod and excavated material from field area and remove from site or as directed by Owner if allowed to remain on site.
 - 2. Irrigation Heads and Valves
 - a. Remove all existing heads and valves from Field One. These parts are to be returned to the Owner.
 - 3. Irrigation Source
 - a. Protect source connection and existing valves and appurtenances in the area of Work.
 - 4. Existing Drainage System
 - a. Every effort shall be made by the Playing Field Contractor to protect existing systems found. Care shall be made when connecting to the existing system. Display evidence of drainage prior to covering system prior to finish grade work.

D. Excavation

1. Excavation shall consist, in general, of the excavation of whatever substance is encountered to the lines, grades and sections shown on the Drawings, including excavation as necessary for grading and other similar features.
2. During construction, the grading operations shall be executed in such a manner that the excavation will be well drained at all times. All grading shall be finished on neat, regular lines conforming to the sections and contours shown on the Plans.
3. Removal of materials beyond the indicated subgrade elevations, without authorization by the Architect, shall be classified as unauthorized excavation and shall be performed at no additional cost to the Owner.
4. Excavation shall be performed in proper sequence with all other associated operations.
5. Maintain the slopes of excavation in a safe condition until completion of the grading operation.
6. All excavation work shall be reviewed and approved by the Architect before proceeding with construction.
7. Any excess excavation shall be removed from the site to disposal areas at the Contractor's expense.

E. Fill

1. All site fill shall be "Structural Fill" unless otherwise shown on the Drawings, or directed by the Architect. "Structural Fill" shall be placed in lieu of "Suitable Material" where directed by the Architect.
2. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.
3. Prior to placing fill over undisturbed material, scarify to a minimum depth of eight (8) inches.
4. The original ground or subgrade shall be proof rolled until the underlying soil is thoroughly compacted to the satisfaction of the Engineer. A steel-wheel tandem roller weighing 8 to 10 tons or equipment capable of obtaining the same compactive effort shall be used to obtain a thoroughly compacted subgrade. The subgrade shall be inspected prior to any fill operations or construction of improvements. Remove or re-compact any soft or loose soils as determined by the Engineer prior to filling. Remove any material determined to be unsuitable by the Architect and replace with compacted suitable material.
5. A thoroughly and satisfactorily compacted subgrade is defined as having a minimum dry density of 95 percent of the maximum density of the material used as determined by the Standard Proctor test (ASTM

- D 698). The sub-grade material shall be compacted at moisture content suitable for obtaining the required density.
- a. When existing subgrade ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface. Scarify existing subgrade to depth of 8 inch prior to compacting. Moisture condition between 3 percent below and 2 percent above optimum moisture content, and re-compact to at least 95 percent of standard Proctor density (ASTM D698).
6. Place backfill and fill materials in layers not more than six (6") in loose depth. Lift height shall be governed by the ability of the compaction equipment to obtain the required compaction with six (6") as a maximum lift height. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost, ice, ponded water or extraneous debris.
 7. When work is suspended during periods of freezing weather, measures shall be taken to prevent fill already in place from freezing. Upon resumption of work after any inclement weather, prepare the exposed surface by proof rolling to identify any zones of soft/loose soils. Soft/loose materials or frozen soils shall be removed and replaced by compacted select fill.
- F. Moisture Control:
1. Where fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill as necessary to provide optimum moisture content. Prevent ponding or other free water on surface subsequent to, or during, compaction operations.
 2. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a value which; will permit compaction to the percentage of maximum density specified.
- G. Grading
1. The finished grade lines are shown on the contract drawings. Upon completion of this work, all debris shall be cleaned out and removed from the premises.
 2. All cutting, filling, backfilling and grading necessary shall be done to bring the area to the following grade or subgrade levels:
 - a. The final elevation of the Subgrade shall be within one-half inch on a 25-foot by 25-foot grid of the finished grades indicated on

- the Contract Drawings. Laser controlled or indicated equipment shall be used for this part of the work.
- b. The final grade on the subgrade shall mirror the final finish elevation of the field surface regarding slope except where noted on the drawings.
 - c. All surfaces shall be graded to drain to drainage structures with no ponding. Grading tolerances given above do not relieve the Contractor from this requirement.
3. Sufficient grading must be done during the progress of the work so that the entire site shall be well drained and free from water pockets.
 4. Finish grading, including dressing swales, disposing of excess material and all other work necessary to prepare the site for final surfacing shall be done after construction of structures is complete.
- H. Modifications to existing storm structures/lids
1. Reconfigure existing top of structure elevation to conform to new subgrade elevation as shown on drawings.
- I. Compaction Equipment
1. Compaction equipment used for the Work is subject to approval by the Architect. Any equipment not originally manufactured for compaction purposes and equipment which is not in proper working order will not be approved. Furnish manufacturer's specifications covering data not obvious from a visual inspection of the equipment and necessary to determine its classification and performance characteristics.
- J. Sub-grade Grade Verification: A certified survey shall be performed at 25-foot centers to verify grade and elevation of the sub-grade – by Owner.
- 3.3 IRRIGATION INSTALLATION
- A. General: Plastic pipe and fittings shall be solvent welded using solvents and methods as recommended by manufacturer of the pipe, except where screwed connections are required. Pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before applying solvent with a non-synthetic bristle brush.
1. Pipe may be assembled and welded on the surface. Snake pipe from side to side of trench bottom to allow for expansion and contraction.
 2. Connections between plastic pipe and metal valves shall be made using plastic male adapters and applying the recommended threaded joint compound.
 3. All metal screwed joints shall be tightened with tongs or wrenches and employ the specified joint compound. Caulking of any kind will not be permitted.

- B. Irrigation System Trenching:
1. Make trenches for main and laterals straight and true with the bottoms graded on uniform slopes to low points. Excavate trenches wide enough to allow a minimum of 4 inch between parallel pipelines, 8 inches from lines of other trades. Do not install lines parallel and directly over one another. Maintain 2-inch vertical clearance between irrigation lines; minimum transverse angle is 45 degrees. A maximum of 2 lines per trench.
 2. Backfill for Irrigation Lines:
 - a. Excavated material is generally satisfactory for backfill. Backfill shall be free from rubbish, vegetable matter, frozen materials, and stones larger than 2-inches in maximum dimension. Remove material not suitable for backfill from site. Backfill placed next to pipe shall be free of sharp objects, which may damage the pipe. Backfill material for mainline pipe is to be tamped in 4-inch layers under the pipe and uniformly on both sides of the full width of the trench or as shown, and the full length of the pipe. PVC pipe shall not rest on concrete, rock, wood blocks, or similar items.
 - b. All irrigation pipes shall be immediately backfilled with preliminary backfill sufficient to prevent arching or slipping under pressure. Do not completely backfill trenches until the lines have been tested and reviewed.
 3. Trenches shall be made of sufficient depths to provide the minimum cover from finished grade as follows:
 - a. 24 inches over 4 and 6 inch main lines and quick coupling valves.
 - b. 18 inches over main lines less than 4 inches in diameter
 - c. 14 inches over RCV controlled lines (laterals).
- C. Sleeving: All lines shall be laid under hard surfaces in a PVC 200 pipe with solvent weld joints. Sleeve diameter shall be equal to twice that of the pipe or wiring bundle or that as shown on the drawings. Depth of sleeves to be determined by the type of line placed in sleeve. In the case of new construction, all sleeves shall be place prior to laying of any hard surface. Extend sleeving 12 inches beyond edge of paved surface.
- D. Pipe Penetrations: Core drill penetrations in a manner approved by the Owner. Provide metal sleeves for all irrigation lines wherever passing through a concrete wall or floor. Provide a water stop or membrane clamp for every pipe or sleeve penetrating an exterior concrete wall or floor, whichever is appropriate to the waterproofing method
- E. Closing: Cap or plug openings in lateral and main lines leaving caps and

- plugs in place until removal is necessary for completion of installation. Take other precautions as necessary to prevent dirt and debris from entering pipe or equipment.
- F. Automatic Controller: Refer to "Irrigation Controller Installation" in following section.
 - G. Flushing: Lines shall be thoroughly flushed out before installing quick coupling valves, sprinklers or emitters.
 - 1. After flushing, main line pipe may be partially backfilled, butt joints, fittings and connections shall remain free and visible.
 - H. Manual Drain Valves: Manual drain valve shall be installed at low points on mainlines only.
 - I. Gravel Sumps: Gravel sumps shall be located at all manual and automatic drain valves, control valves and gate valves.
 - J. Heads: Nozzle patterns are indicated and shown on the drawings, however, specific site conditions may require that different nozzle patterns be used. Contractor shall adjust patterns to provide adequate coverage.
 - 1. Adjustment: Adjust alignment and coverage of all heads. If it is determined that adjustments in the irrigation equipment will provide proper and more adequate coverage, make all necessary changes or make arrangements with the manufacturer to have adjustments made, prior to any planting. These changes or adjustments shall be made without additional cost.
 - 2. Placement: Install heads perpendicular to grade. Set top of head 1/2 - inch below finish grade.
 - K. Quick Couplers: Locate as shown on plan.
 - L. Valve Boxes: Locate boxes the dimension from the field wall as shown on the drawings. Top of box shall be flush with finish grade after installation of artificial grass cover.
 - M. Thrust Blocks: Use cast-in-place concrete bearing against undisturbed soil. Size, orientation, and placement shall be as shown on the drawings. Wrap fitting with plastic to protect bolts, joint, and fitting from concrete. Use wherever there is a change in pipe direction, at the end of the line and at all gate valves. Also use on all pipes 3 inches and greater in diameter or any slip joint connected pipe.
 - N. Purging and Testing: Immediately prior to hydrostatic testing, all irrigation lines shall be thoroughly purged of all entrapped air. Introduce water into lines to be tested at full operating head pressure. Observe water flow at end of discharge point until determination is made that all air and residual debris has been expelled from the line. Conduct Hydrostatic Testing followed by completing the piping assembly and adjust sprinkler heads for proper

distribution.

3.4 IRRIGATION CONTROLLER INSTALLATION

- A. Automatic Controllers: Wall or pedestal mounted in locking cabinets with direct surge protection. Verify power location and type, as well as power connection requirements. The contractor shall be responsible for any temporary controller installation.
 - 1. Contractor shall perform a radio reception survey to determine the best location for the hand held remote control antennae location.
- B. Electrical Control Wires: Installed in the same trench as the main line wherever possible. Wires shall be laid alongside the pipe by "snaking" in to the trench to allow as much slack as possible for contraction and expansion of the wire. All wire connections at remote control valves and at all wire splices shall be left with two feet of wire so that the splice or the valve manifold can be brought to the surface for repairs without disconnecting the wires. Each wire shall have a permanent label affixed to the wire at the controller designating the irrigation section remote control valve that it operates.
 - 1. Bundle control wire where two or more are in the same trench. Install common ground wire and one control wire for each remote control valve. Multiple remote control valves on a single control wire are not allowed. All splices should be made with wire connectors and waterproof sealant, installed per the manufacturer's instructions. Protect wire not installed with PVC main line pipe with a continuous run of warning tape placed in the backfill above the wiring.
- C. Joint shall be waterproof to prevent leakage of water and corrosion build-up on the connection. All wiring shall be accomplished with as few splices as possible

3.5 ROOTZONE MIX INSTALLATION

- A. Begin placement of rootzone mix only after irrigation system layout and installation have been approved and after verification that the finish grade conforms to the installation tolerances.
 - 1. Footprints, tire tracks or other depressions in the gravel layer shall be removed/re-graded to a smooth surface prior to and during placement of rootzone material.
- B. The tested and approved rootzone material shall be dumped at the edge of the field and systematically worked outward onto the field. Under no circumstances will loaded rubber tired vehicles in excess of 1 ton be allowed on the ~~gravel~~ base prior to or during the spreading of the root zone mix. Equipment used on the rootzone mix/field shall be of a size and weight and shall utilize turf type tires, tracks or tires, which will not damage or overly compact the field installation.

- C. The material shall be spread onto the field in an even depth/layer as shown on the drawings within a tolerance of one-quarter inch. The finish grade slope shall conform exactly to the subgrade slope, (unless indicated otherwise on drawings) when the root zone mix has been spread uniformly over the field and compacted to 85% of the maximum dry density as determined by the standard proctor test. The field shall be compacted, settled and firmed uniformly. Operate the irrigation system as necessary to settle and compact the mix to a final uniform depth.
- D. Finish grades shall be achieved by using a combination of laser-operated equipment, string lines, drag screens, rollers, and hand raking with a tolerance of 1/4 inch in 25 feet.
- E. Grade Verification: A survey of the finished spot grades is to be developed by a State licensed surveyor over the entire surface in a 25-foot grid – by Owner.
- F. **Contractor shall comply with the following playing field industry standards relating to rootzone testing and allowable acceptable percentages.**
 - a. **ASTM F-2396-04 Construction of high performance sand-based rootzone for sports fields**
 - b. **2004 U.S.G.A. Putting Green Construction**

3.6 GRASS INSTALLATION

- A. Pre-sod Fertilization: This may be altered if necessary at the time of planting based on conditions or recommendations of Fertility Testing Agent.
Contractor shall submit a pre-planting program, grow-in program for review and approval prior to commencement with sodding or sprigging operations.
 - 1. Macronutrient package/mix: Immediately prior to laying sod and after compaction of the rootzone mix is complete, incorporate into the upper two inches of the rootzone mix a fertilizer with the following ratios:
 - a. 3.8 pounds N (40% soluble, 60% slow release)
 - b. 6.5 pounds of P2O5
 - c. 6.5 pounds K2O
 - 2. Micronutrient package to include 3.4 pounds of Scott's "Step" per 1000 square feet or equivalent. Verify types and ratio with Testing Agent prior to application.
 - 3. Incorporate Milorganite into the upper two inches of the rootzone at a rate of 32 pounds per thousand square feet prior to sod installation.
 - 4. This fertilization shall only be installed according to the amount of sod to be laid on that day.
- B. Sod Installation: The entire area shall be approved by the Engineer and the Owner prior to laying sod. Areas to receive sod shall be firm and the irrigation

system shall be operational. Lay sod within 24 hours from time of harvesting / stripping. Sod not placed within 24 hours may be rejected at the sole discretion of the Owner and its representatives.

1. Lay sod to form a solid mass with tightly fitted joint, do not overlap. Wherever a break in the big roll occurs, overlap all ends or and trim to tightly fitted joint, removing the excess. Stagger strips to offset joints in adjacent courses. Sod lengths shall be installed so that they outline track areas. Work from boards when necessary to avoid damage to finish grade. Tamp or roll lightly to ensure contact with subgrade. If plastic mesh was used to help harvest big roll sod, this material should be removed prior to field installation and discarded from site. Contractor should take care not to rut or damage big roll sod with tires or tracks from the sod machine.
2. Patching: All patches necessary to fill in undesirable areas shall be a minimum size of 12 inches in length and width to match that of the roll. Patches shall be of the same source and type as the original installation and shall be installed at specified finish grade and watered in firm.
3. Filling Joints: After laying and rolling of sod, fill joints and seams with approved rootzone mixture. Broom or sweep excess material to avoid smothering grass. Sod areas requiring more than 1/4 inch of topdress to meet specified grade shall be lifted. Rootzone mix shall be added below the sod area and thoroughly compacted prior to the re-installation of the sod area. Thoroughly walk all seams to verify that all have been filled and that all low or irregular areas have been brought to specified grade tolerances.
4. Top Dress Sodded Field: Two lifts of 1/8 to 1/4 inch may be required using the same rootzone mix as specified previously. Additional topdressing as required insuring a smooth and safe playing surface may also be required. Care shall be used to avoid smothering grass.
5. Irrigation of Grass:
 - a. General: Begin irrigation as sod is completed in any one section and water to a depth of four inches below the new sod pad. After a short drying period, roll the sod area in two directions to ensure contact with soil mixture and to smooth the area. Water sod areas, as required, through Substantial Completion and until Owner takes possession. Adjust irrigation heads as required for spray pattern and depth to finish grade.

3.7 FIELD LAYOUT INSTALLATION

- A. General: Layout of the field regarding all chalk lines and markings shall be by the Owner following Substantial Completion.
- B. The Contractor shall locate and install field markers at the corners, midpoint

and other locations as indicated on the drawings.

3.8 FIELD QUALITY CONTROL

- A. Subgrade Ground Surface Requirements:
 - 1. Perform density tests in accordance with ASTM A1556, ASTM D2167, or ASTM D2022.
 - 2. Perform moisture tests in accordance with ASTM D3017.
 - 3. Where field-testing is performed using nuclear test methods, verify calibration of both density and moisture gages at the beginning of work, on each different type of material encountered, and additionally as directed by the Owner.
- B. Fill and Backfill Materials: Test existing on-site soils and borrow materials proposed for use in filling and backfilling operations as follows. Allow testing services to inspect and approve each subgrade and fill layer before further backfill or construction work is performed.

Moisture Content:	ASTM D2216
Maximum Index Density:	ASTM D4253
Moisture Density Relations:	ASTM D698
Plasticity Index:	ASTM D4318

- C. Subgrade Material: One test for every 2500 square foot of compacted subgrade material, or major fraction thereof, but in no case less than two tests for each day's work.
- D. Acceptance of Grass: At the end of each day, the Playing Field Designer or Owner's Representative shall inspect in place grass for conformance with requirements. Unacceptable grass shall be removed immediately from the site and replaced the following workday. This preliminary acceptance does not guarantee final acceptance at Substantial Completion.
- E. Playing field Contractor to utilize a fertility schedule based on rootzone soil and tissue testing, recommendations by the fertility testing agent and as discussed with the Owner's groundskeeper/representative. This shall occur throughout the grow-in period and up to Substantial Completion.
- F. Grass Root Depth: Grass shall display a minimum average of roots 3-1/2 inch in depth prior to acceptance of Substantial Completion. This requirement shall be evaluated based on conditions leading up Substantial Completion.
- G. Irrigation System Testing: Contractor is to notify the Playing Field Designer and Owner in writing 7 days prior to testing. Owner's Representative shall be on

premises for overall check of the system. Pipelines jointed with rubber gaskets or threaded connections may be subjected to a pressure test at any time after partial backfill. Pipelines jointed with solvent-welded PVC joints shall be allowed to cure at least 24 hours before testing.

1. Hydrostatic Pressure Test: Subject all lateral pipe to a hydrostatic pressure equal to the anticipated operating pressure of the system. Backfill to prevent pipe from moving under pressure. Leakage will be detected by visual observation. Replace all defective products. Repeat the test until the pipe passes. Cement or caulking to seal leaks is not allowed.
2. Main Line Testing: Prior to the testing of the mainline pipe, pipe shall be backfilled. Joint areas shall be left exposed. Purge all air from the mainline before the test. Maintain constant pressure by adding water. Subject mainline to a pressure of 100 p.s.i. for one hour without visual evidence of leaks. No pressure loss should occur. If a leak is discovered within this period, the Contractor shall immediately repair the break and the system then retested for the same period. Testing of the laterals shall be done on a zone by zone basis. Replace all defective products and repeat test as necessary to gain a successful result. Cement or caulking to seal leaks is not allowed.
3. Operational Test: Activate each remote control valve in sequence from the controller. The Owner's representative shall visually observe the operation, coverage and leakage. Replace, adjust, or move heads, couplers or other parts of the system as necessary to correct operational, coverage deficiencies or leakage. Repeat testing until each zone passes all tests.
4. Control System Grounding Test: Test for proper grounding of control system per manufacturer's recommendations. Test results must meet or exceed manufacturer's guidelines for acceptance. Replace defective wire, grounding rod or other equipment. Repeat test until the guidelines are met.

3.9 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Owner's Property: Remove waste materials, including materials not allowed for fill, backfill or site grading as specified within, trash, and debris, and dispose of it properly off Owner's property at Contractor's expense.

END OF SECTION

SECTION 32 18 23.01 – NATURAL PLAYING FIELD CONSTRUCTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section. Should conflict exist between various specification sections, the contractor shall request clarification prior to start of work.

1.2 SUMMARY

- A. Project includes:

- 1. Work covered by Contract Documents.
- 2. Furnish all labor, materials, facilities, transportation, and services to complete all playing field construction and related work as shown on the Drawings and specified herein.
- 3. Scope of work: The general extent of the playing fields are shown on the Drawings and can include, but may not be limited to the following:
 - a. Mixing and blending of processed sand and organic amendment to create the playing field turf growing medium (herein after referred to as "Rootzone" or "Rootzone mix")
 - b. Placement of a uniform nine (9) (6") inch depth of Rootzone.
 - c. Incorporation of pre-plant fertilizer into the Rootzone.
 - d. Establishing final grade.
 - e. Placement of Tifway 419 Bermuda Turf Grass.

- B. Related Sections: The following Sections may contain requirements or work that relate to this section:

- 1. Drawings and Technical Specifications.
- 2. Section 01100-0-Summary Of Work

1.3 REFERENCES AND REGULATORY REQUIREMENTS

- A. American Society for Testing and Materials (ASTM)
- B. ASTM D4427 - Peat Samples by Laboratory Testing, 1984
- C. ASTM D854 - Specific Gravity of Soil
- D. ASTM (F1632) - Standard Test Method for Particle Size Analysis and Sand Shape Grading Putting Greens and Sports Field Root Zone Mixtures
- E. ASTM D2974 – Standard Test Method for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils
- F. ASTM F1815-97 – Standard Test Method for Saturated Hydraulic Conductivity of Putting Greens and Sports Field Root Zone Mixes
- G. ASTM F1647 - Standard Test Method for Organic Matter Content of Putting Greens and Sports Field Root Zone Mixes (Method A)
- H. ASTM - D3665 - Random Sampling of Construction Materials
- I. **ASTM-F2396-04 – Construction of high performance sand-based rootzone for sports fields**
- J. **2004 U.S.G.A. – Putting Greens Construction**
- K. Commercial Item Descriptions (CID)
 - 1. CID A-A-1909 – Fertilizer
- L. Department of Agriculture (DOA)
 - 1. DOA SSIR – Soil Survey Laboratory Methods and Procedures for Collecting Soil Samples, 1984.
 - 2. Turf Diagnostics and Design, Inc. Developed Tests – A2LA Accredited Test Based on American Society of Agronomy (ASA) Methods of Soil Analysis
 - 3. Water Release Characterization
 - 4. Infiltration Rate
 - 5. Cu Value range between 2.5 – 4.5 for rootzone material testing

1.4 SUBMITTALS

- A. Provide Submittals according to the Conditions of the Contract

- B. Bidder Qualifications: CONTRACTOR shall be actively and directly engaged in constructing sand-based natural grass athletic fields for a period of five (5) or more years. Provide documentation of five (5) such installations that have been in use for three (3) or more years.
- C. Any CONTRACTOR not able to meet the above requirement shall submit a statement of considerations that may qualify him/her as a qualified contractor. Items to include, but are not limited to:
- D. Description of similar type construction experience with names and phone numbers of client contact, date of installation, etc.
- E. Listing of type of equipment to be used on construction.
- F. The Owner's Representative shall review this information for acceptance or rejection of the proposed contractor.

1.5 PRE-CONSTRUCTION SUBMITTALS

- A. Material Samples: Contractor shall submit to Owner's Testing Agent a one-gallon sample of sand and organic amendment. This sample shall be a composite sample taken from the material stockpile allocated for this work by the supplier.
- B. A sampling tube, such as a PVC pipe cut at a 45-degree angle at one end, can be used for sample collection. It is also useful to have a rubber mallet to tap samples out of the pipe. At least 8 sampling locations should be randomly selected from an 850-ton stockpile. The 8 locations should vary from the top to bottom and all around the pile. At least half of the samples should be taken from the lower third of the stockpile. Brush away the outer 6" of the pile and push the clean pipe as far as possible into the stockpile. Pull the pipe out and tap the sample into a clean bucket. Thoroughly mix the material after all samples are taken. Remove one gallon out of the bucket to fill a zip-lock bag. Double bag the composite sample. Label the composite sample appropriately with a permanent marker indicating from which stockpile the sample was taken. Contractor shall maintain a photographic record of the sampled stockpile.
- C. The Owner's Contractor's Testing Agent will evaluate this material using the appropriate testing protocols, and upon approval of the raw materials, the Testing Agent will blend the sand and organic amendment to establish the specification for the Rootzone Mix and determine the appropriate blending method. This pre-construction mix shall be used for comparison with all subsequent quality assurance samples submitted for approval.

D. Product Certification: Submit "cut-sheets" or other product literature showing certified chemical analysis of the following:

1. All Fertilizers
2. Soil Amendments

1.6 QUALITY ASSURANCE

A. Testing During Construction

B. To ensure that the quality of playing field Rootzone remains constant from point of supply to jobsite, the following protocol shall be followed:

1. Prior to blending sand and peat Rootzone the sand and drainage aggregate will be pre-qualified according to particle size distribution analyses. No sand - peat is to be blended until the sand and aggregate material compliance is verified and consistent with provided submittals.
2. Prior to shipment from the Blending Operator (in many cases this is also the supplier of the raw materials), Contractor shall submit a one-gallon composite sample representative of the first 850 tons of blended Rootzone material to be shipped to the site.
3. The ~~Owner's~~ **Contractor's** Testing Agent will evaluate this sample using the **ASTM F2396-04**, ASTM F1815-97 and ASTM F1647 Method A testing protocols, comparing it to the pre-construction mix specified by the Agent. The results will be provided to the Owner's Representative, and upon approval, the material may be shipped to the site.
4. Thereafter, prior to shipment to the Site, the Contractor shall submit a one-gallon composite sample representing every ~~850~~ **500** tons of blended material for comparison with the pre-construction submittal using the ASTM F1647 Method B analyses.
5. Each subsequent one gallon sample representing every ~~850~~ **500** tons of rootzone mix will be evaluated for organic matter content and through visual inspection prior to delivery to the site, unless visual inspections suggests additional testing is required.
6. The results of each subsequent test will be provided to the Owner's Representative, and upon approval, that representative amount of material may be shipped to the site.

7. Payment for initial testing of each sample is the responsibility of the ~~Owner~~ **Contractor**. Costs for any test that must be repeated, due to a failing sample or a shortage of supply, shall be borne by the Contractor.
8. If visual analysis of shipped materials suggests a change in material quality or variance in the blended mix, additional testing may be required. If this on-site sample passes, the Owner shall bear the cost of the test, and costs for a failing sample shall be the responsibility of the Contractor.
9. If an on-site sample fails, immediately stop all placement activities until authorized to continue by the Owner's Representative.
10. The ~~Owner's~~ **recommended** Testing Agent is as follows:

Turf Diagnostics & Design, Inc.
Attn: Duane Otto
613 East 1st Street
Linwood, KS 66052
Phone: 913-723-3700
Fax: 913-723-3701

Or equal, In the event a other laboratory is selected by the Contractor. The laboratory shall be a U.S.G.A. Laboratory. The contractor shall submit the laboratory certification for approval by the Engineer prior to baseline testing being obtained.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Handle and store all products of this Section in such a manner as to protect them from damage at all times.
 1. Storage of products on-site shall be coordinated by the contractor in an orderly manner so as not to unnecessarily impede the work or reasonable use of the project site.
- B. Fertilizers
 1. Deliver materials in original, unopened containers with original labels intact and legible which state the guaranteed chemical analysis.
- C. Bulk Material:

1. Coordinate delivery and storage of bulk material with Owner's Representative.
2. Confine materials to neat piles in areas acceptable to Owner's Representative.

1.8 PROJECT CONDITIONS

- A. Comply with the environmental protection and safety requirements of the Owner and all governmental authorities having jurisdiction. Keep dust to a minimum. Maintain streets and walks free of mud, dirt and debris.
- B. Restoration of Damaged Property: When or where in the execution of the work under this contract, any direct or indirect damage injury is done to public or private property by or on account of any act, omission, neglect, or misconduct, the Contractor, at no additional cost to the Owner, shall restore the damaged property to a condition equal to that existing before damage or injury was done. Repair, rebuild or otherwise restore property as directed or make good such damage or injury in an acceptable manner.
- C. Playing Field Construction operations shall not be conducted under the following conditions:
 1. High winds
 2. Excessively wet conditions.
- D. Construction Surveying: The Contractor shall be responsible for all construction surveying required for the proper location of all work covered hereunder. The Contractor shall provide survey services to perform the final grade conformance survey. Any required additional survey costs shall be paid by the contractor.
- E. As provided for in other Specification Sections, the Playing Field subgrade shall be a smooth, clean basin free of any debris and/or loose soil to the tolerances specified. The rootzone shall not be installed until all finished grading, irrigation, and drainage work is completed and signed off by the Playing Field Consultant/Engineer, in order to avoid the mixing of other soil and materials within the rootzone material.

PART 2 - PRODUCTS

2.1 ROOTZONE MATERIALS 90/10 Mix

- A. Processed Silica Sand: The sand shall be uniform coarse sand screened and washed and must meet the following criteria:

Fraction Size Name	US Sieve	Diameter	Allowable Range of % Ret.	
Gravel	10	2.00	≤3%	No more than Incl. 3% fine
Very Coarse	18	1.00	≤7% to 10%*	
Coarse	35	0.50	At least 60%	
Medium	60	0.25	particles in	
Fine	100	0.15	20% Maximum	Combined
Very Fine	270	0.05	5% Maximum	
Silt		0.002	5% Maximum	No More Than 10%
Clay		< 0.002	3% Maximum	

B. ASTM Uniformity Coefficient (Cu):

1. Cu shall be between ~~1.8 to 3.5~~ **2.5 to 4.5 for rootzone material**
2. D₅₀ ~~85 shall equal 0.30mm to 0.45mm.~~ **0.72mm if applicable.**

C. Organic Amendment: The organic amendment shall be a processed peat derived from a freshwater site and conforming to ASTM D4427 as modified herein.

1. Shred and granulate peat to pass sieve analysis requirements and condition material in a storage pile for a minimum of 3 months after excavation.
2. Peat shall have a minimum organic matter content of 85% by weight as determined by loss on ignition (ASTM D 2974-87 Method D). Peat shall be free of sticks, stones and other debris and comply with the following:

Item	Criteria
Total Ash	15% or less
pH	4.5 to 7.5
% Moisture	30% to 50%
Sieve Size 2.0 mm	90-100 % Passing
Sieve Size 1.0 mm	≥70% & ≤ 90% Passing

D. Approved Suppliers:

Lambert Peat Moss, Inc.
Riviere-Ouelle
Quebec, Canada G0L2C0
Attn: Otto Kaufman, 561-704-1723

~~Peat, Inc. ———~~
~~Attn.: Steve Young~~
~~P.O. Box 332~~
~~Elk River, MN 55330~~
~~Phone: 612-441-8387~~
Or approved equal.

2.2 PHYSICAL PERFORMANCE EVALUATION OF BLENDED ROOTZONE

- A. The ~~Owner's~~ **Contractor's** Testing Agent, using the appropriate testing protocols, will establish the specification for blended Rootzone. This Rootzone material will be evaluated for several physical performance characteristics.
- B. The Testing Agent using the ASTM F1815-97 and TDD water release testing protocols will evaluate the sand-peat mix. The Rootzone Mix shall be analyzed using protocol for a 23cm profile. The prepared lab cores should meet the following criteria.

Item	Criteria
Infiltration Rate (K-SAT):	15 to 25 inches per hour
Bulk Density	1.5 to 1.7 grams per cubic centimeter
Total Porosity	35% to 55%
Saturation Percentage	30% to 60%
Organic Matter (Dry Weight)	0.5% to 1.5%

- C. Water Retention capacity is to be determined by water release series between 0 to -350 cm tension. The sand or sand mix must release 50% to 60% of the water as determined by degree of saturation between 10cm to 65cm of tension.
- D. Peat Content will be adjusted to optimize the physical performance of the SAND – PEAT rootzone.
- E. Particle size analysis (ASTM F1632) of the processed sand will be used to define the quality control program as described in Quality Assurance, Material Testing Section of this Specification.

- F. Approved lab generated Rootzone mix will be evaluated using exchangeable and water soluble nutrient analysis to establish a required calcium source and application rate.
- G. Final Rootzone composition must be approved by ~~Owner's~~ **Contractor's** Testing agent and the Owner's Representative Agronomist.

2.3 PRE-PLANT FERTILIZER

Contractor shall submit a pre-planting and grow-in program for review and approval prior to installation of sod or sprigging. The below program is a basic outline of potential vendor's. The contractor may use alternative vendors based on the pre-planting and grow-in program approved.

- A. Commercial Grade Granular Micronutrient Fertilizer:

AMP Turf Mix
Agrium Advanced Technologies
2915 Rocky Mountain Avenue, Ste 400
Loveland, CO
Phone: 888-757-0072
Or approved equal.

- B. Encapsulated Dolomite:

Kelly's Green Team
Doug Kelly
P.O. Box 725
Kirksville, MO 63501
Phone: 660-627-5500
Fax: 660-627-5504
Or approved equal.

- C. Pre-Plant Fertilizer:

Reinders 24-03-12 with Polymer-Coated Sulphur Urea
Reinders
19942 W. 162nd, Ste. D
Olathe, KS 66062
913-397-0080
Or approved equal.

PART 2- EXECUTION

3.1 BLENDING ROOTZONE MATERIALS

- A. Mixing of the sand and organic amendment must take place offsite by an experienced Blending Operator, in most cases the supplier of the raw materials.
- B. The Owner's Contractor's Testing Agent will provide the Blending Operator with the method of blending to use, and the appropriate ratios necessary to achieve the desired performance of the blended Rootzone.
- C. Component materials shall not be saturated, nor have excessive free water during mixing. Materials shall be evenly and uniformly distributed in the Rootzone mix.

3.2 PLACING ROOTZONE

- A. In performing this work, Contractor shall avoid damage to any existing structures or features of the playing field or features under construction, such as drainage and irrigation systems. The Contractor shall repair any such damage at his own expense.
- B. The Rootzone material shall be placed at the edge of the field and pushed to the center with low weight displacement track equipment. Alternative methods shall be approved by the Architect.
 - 1. Under no circumstances will loaded rubber-tired vehicles or equipment with a loading rate in excess of 5-lbs/in² be allowed on the drainage fill layer prior to or during the spreading of the Rootzone material. The Contractor shall not leave any wheel ruts and the subgrade must remain smooth.
- C. Prevent contamination or mixing of rootzone and drainage fill. Remove contaminated materials as directed by the Owner's Representative.
- D. Truck delivery of materials into the site must be accomplished in such a manner as to not alter the subgrade or drainage fill, and/or damage drainage and irrigation ditches and systems. Materials shall be handled in a fashion to prevent the mixing of other soil and materials with the rootzone material.
- E. Provide Rootzone material throughout the playing fields in a smooth and compacted finished condition. Bring Rootzone material to the designed grade by alternately raking, watering and rolling. The entire playing field shall then be checked for irregularities and adjusted to a uniform grade.

3.3 APPLYING PRE-PLANT FERTILIZER

- A. Apply pre-plant fertilizer (24-03-12) at a rate of 1.0 lb actual Nitrogen per 1000 SF and incorporate to a depth of 1 to 3 inches. Pre-plant fertilizer should be applied to surface and watered with two (2) passes of an irrigation head. Pre-plant fertilizer should not be applied more than seven (5) days before grassing operations.

Apply 20 lbs. of Dolomite per 1000 SF in accordance with soil test recommendations. Fertilizer and Dolomite shall be spread over the field incorporated into the upper 3 inches of the rootzone.

- B. Apply Granular Micronutrient Fertilizer (AMP Turf Mix) – Apply 5 lbs per 100 SF and incorporate into the upper 3 inches of rootzone.

3.4 MATERIAL STOCKPILE

- A. Stockpile the following additional materials for Owner's future use at an on-site location to be determined. Location to be approved by Owner prior to delivery on material.

Material	Quantity
Blended Rootzone	50 tons

3.5 FINAL REVIEW

- A. The Contractor will perform a conformance survey on a 25-foot grid spacing over the entire playing field. The Contractor shall provide to the Project Manager a signed and sealed completed of topographic survey.
- B. The Owner's Representative upon receiving the completed signed and sealed survey, the Owner's Representative will require two (2) working days to review the survey results. After review, the survey will be returned to Contractor with any areas found to be out of tolerance noted for correction.
- C. The Contractor will be required to correct areas out of tolerance and certify that corrections have been made prior to any sod installation.
- D. Tolerance for Finish Grade: Finish grades shall be verified using laser-operation survey instruments. Finished grade of the Rootzone must be within ½ inch plus or minus from the elevations shown on the plans. In addition, the Rootzone shall be measured so that no point within the 25-foot grid deviates more than ½ inch from any other point within the 25-foot grid.

END OF SECTION

SECTION 01100-0 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, specifications and general provisions of the City of North Port Contract, including General and Supplementary Conditions and other Division Specification Sections, apply to this Section.

1.2 SUMMARY

A. WORK INCLUDED

1. The CONTRACTOR will contract directly with the City of North Port for the scope of service outlined in this summary of work. The following general description shall be used to assist the CONTRACTOR in understanding the scope of services being requested as part of this project. This will be a lump sum contract. CONTRACTOR is responsible for verifying and providing all quantities necessary to complete the full scope of services.
2. The CONTRACTOR shall be responsible for all labor, equipment, means and methods associated with the complete demolition and removal of the existing buildings as denoted to be removed to include the following but not limited to; all covered structures, concrete dugouts, existing concrete slabs, electrical panels, underground conduit, sports lighting, trees, fencing, and water and wastewater services and all other items denoted on the Site Demolition Plan and specifications. The CONTRACTOR shall abandon all existing utility service lines within ten (10') feet from of the public right of way line or as directed by the local utility company having jurisdiction.
3. The CONTRACTOR shall be responsible for obtaining all the required City of North Port, State and Federal permits required for the entire scope of work and post all required permits on site to include the approved N.P.D.E.S. permit.
4. The CONTRACTOR shall be responsible for all labor, equipment, means and methods and quantity and quality of imported clean fill material as necessary to establish the proposed elevations as denoted on the proposed Paving and Grading Plans and associated details. The CONTRACTOR shall construct the master stormwater management system as denoted on the contract plans and specifications and all permit conditions.
5. The CONTRACTOR shall be responsible for all labor, equipment, means and methods and quantity of the new "weed free" Bahia sod necessary

to provide coverage of all areas impacted by this construction activity, unless otherwise denoted as Bermuda grass. The sod shall be properly installed to insure joint to joint contact. The sod shall be watered upon completion of each area. The contractor shall be responsible for watering all areas of new sod for a period of 60 days; the watering schedule will be three times a week. The contractor is responsible for the cost associated with the all the necessary watering required.

6. The Contractor shall be responsible for all labor, equipment, means and methods and quantity of the new master irrigation pump station. **This includes coordination of the relocation of the existing Skynet master irrigation control system and associated electrical power service.**
 7. The Contractor shall be responsible for site safety at all times. At the end of each day the contractor shall insure all demolition material is removed or placed into dumpster. No trenches shall be allowed to remain open. Contractor shall be responsible for posting signage and protective means that alert the general public that this is an active construction site.
- B. Related Sections: The following Sections may contain requirements or work that relate to this section:
1. Technical Drawings, Technical Specifications and General Notes as denoted on plans.
 2. Section 32 18 23.01 – Natural Playing Field Construction
 3. Section 32 18 23.16 – Natural Playing Field Irrigation System

1.3 WORK SEQUENCE SCHEDULE

1. The CONTRACTOR shall remove and relocate the existing master irrigation ~~skylogix~~ **Skynet** control system from the maintenance building prior to the building demolition and relocate at the direction of the City of North Port. Sarasota County parks and recreation needs to approve the final field location. The final location is yet to be determined. **Irrigation plans and details have been revised to reflect the proposed location of the Skynet system.**
2. The CONTRACTOR shall provide new power to service **to the master irrigation pump stations, Skynet irrigation control system, irrigation controller and the installation of the proposed 2" PVC (Gray) for the proposed phase1 building. The building shall be constructed as part of a separate bid process. The existing field lighting on the northeast field shall remain. Contractor shall coordinate with the City of North Port and Sarasota County relating to the current electrical line and power service. Contractor shall be responsible for any damage to existing electrical power lines that maybe damaged during site construction activity. Contractor shall take special protective measures to ensure main power source and mainline is not active during any constructive**

~~activity. service to the existing maintenance building. This electrical service is currently being provided from the concession building. The new service location will be provided from the existing panel located in the storage building. The contractor shall refer to the proposed electrical plans for specific details.~~

3. The CONTRACTOR shall be responsible **for the removal of the entire existing irrigation system as well as means and methods associated with the abandoning of the existing irrigation well, pressure tanks and additional irrigation components.** ~~insuring that the electrical service interruption doesn't impact the maintenance building, irrigation pump station and skylogix system operation.~~

1.4 REFERENCE DOCUMENTS

- A. Applicable Codes, Specifications, and Standards: References to codes, specifications, and standards in Contract Documents are to the latest edition, amendment, and/or revision of reference standard in effect on date of Bid Opening.
1. Documents on Site: Maintain on site copies of appropriate documents, including codes, specifications, permits, and reference standards named in Contract Documents.

1.5 ABBREVIATIONS AND SYMBOLS

Abbreviations used for technical society, institution, association, or governmental authority references in Specifications.

1.6 CONTRACTOR RESPONSIBILITIES

- A. Drawings and general provisions of the City of North Port, including General and Supplementary Conditions and other special conditions, apply to this Section.

1.7 CONSTRUCTION STAKEOUT /AS-BUILT SURVEY BY CONTRACTOR

1. The City of North has established baselines, bench marks or other necessary control points for the Contractor's use. Refer to the attached boundary survey.
2. The Contractor is responsible to provided/As-Built surveys of all new construction. Surveying must provide by a State of Florida licensed Professional Surveyor. The CONTRACTOR shall pay special attention to the written specifications relating to storm water management allowable tolerances.

3. Play Fields: Refer to Section 32 18 23.01-Natural Playing Field Construction
4. Drawings and general provisions of the City of North Port Contract, including General and Supplementary Conditions and other Division Specification Sections, apply to this Section. Notify Engineer of Record of any construction deviations from the Drawings.
5. Discrepancies will be resolved under a meeting with the Contractor, City of North Port Project Manager and Engineer of Record and all contracts, design documents and written specifications will be used to resolve discrepancies prior to proceeding with Work. It assumed that the Contractor has fully understanding of scope of services, During the initial Bid process the Contractor shall request any clarification to any item that will have an impact on project overall cost. In the event the contractor doesn't submit a formal request for clarification, then it is assumed the contractor fully understands his/her responsibility and any discrepancies that are resolved will result in no additional cost to the University.

1.8 PROJECT PROGRESS MEETINGS

- A. Project progress meetings will be held periodically at the request of the City of North Port Project Manager.
 1. CONTRACTOR'S superintendent shall attend meeting and accompany Engineer of record on inspection of the project site.

1.9 INTERPRETATION OF QUANTITIES

- A. The contractor is fully responsible for all quantities associated with this contract.

1.10 LUMP SUM CONTRACTS

All work required by the Contract Documents except for bid alternatives will be paid for by Lump Sum. Bid alternatives shall be incorporated into the Contract with the City of North Port, if approved.

1.11 CONTINGENT PRECENTAGE

Unless specified under the City of North Port Bid process no contingent percentage shall be incorporated into final Bid submission.

1.12 BID ALTERNATIVES

1. The City of North Port is requesting ~~only one~~ **three** BID alternatives as part of this project. The Bid alternatives ~~are~~ **are** for the following:

- a. Sprigging of athletic fields with Tifway 419 Bermuda turf grass.
- b. 4" depth USGA 90/10 Sand Base Rootzone in lieu of a 6" depth**
- c. USGA Modified Rootzone in lieu of the USGA 90/10 Sand Base Rootzone**

USGA Modified Rootzone: A 50% mixture of each existing topsoil and USGA sand shall make up the 6" Native Soil base. Percentage of sand in the topsoil mix shall be as determined through laboratory testing using the following performance criteria:

Infiltration rate of minimum 6" / hour

1.13 ARCHAEOLOGICAL ARTIFACTS AND HUMAN REMAINS

A. Articles of historical or scientific value, including coins, fossils, and articles of antiquity, which may be uncovered or otherwise brought to attention of Contractor during course of Contract shall remain property of City of North Port.

1. Report findings immediately to the City of North Port Project Manager and Engineer of Record who will determine the appropriate method of corrective action, if necessary.

1.14 ASBESTOS-BEARING ROCK

Use of asbestos-bearing rock as an unbound surfacing material on roads, sidewalks, parking lots, road shoulders, trails, and other areas subject to traffic, vehicular or pedestrian, is prohibited.

Health and Safety of Workers, Commission Employees, and the Environment:
Following applicable Federal, State, and local laws and regulations including, but not limited to 29 C.F.R. 1910.1001, 29 C.F.R. 1926.1101, 40 C.F.R. 61 subpart m, 40 C.F.R. 302, 49 C.F.R. 171, 49 C.F.R. 172, and COMAR 26.11.21 Et Seq.

1.15 MOBILIZATION

A. The contractor shall under this award be authorized one mobilization cost associated with this project.

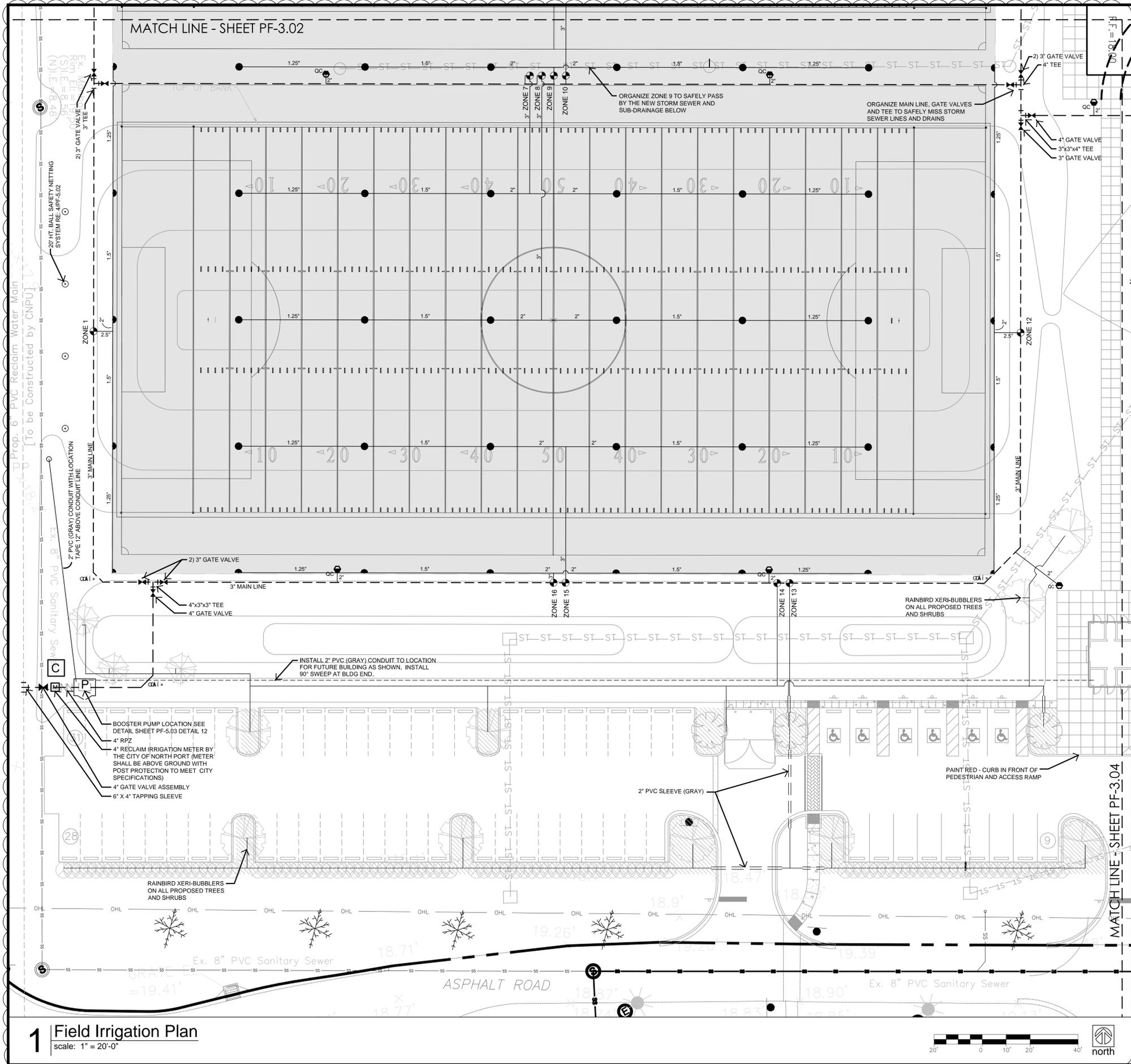
B. Payment: At fixed contingent unit price.

C. Payment: At fixed lump sum unit price as listed in Bid Schedule made in monthly payments, less retention, based on Contractor's approved actual field progress submitted.

1. Cost of bonds and insurance.
2. Clearing and preparing work areas.

3. Providing sediment control devices.
4. Mobilization of construction equipment, assembly and delivery of plant, materials and supplies necessary for the prosecution of work but not intended to be incorporated into the work.

END OF SECTION



IRRIGATION NOTES:

1. CONTRACTOR SHALL PREVIEW AND FIELD VERIFY LAYOUT OF ALL SYSTEM COMPONENTS AND HAVE THE LAYOUT APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO STARTING THE INSTALLATION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL THE NECESSARY COMPONENTS TO COMPLETE THE INSTALLATION OF A FULLY AUTOMATIC AND OPERATING IRRIGATION SYSTEM, AS INDICATED ON THE PLANS, PRIOR TO THE START OF ANY TURF OR LANDSCAPE INSTALLATION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS PRIOR TO THE START OF CONSTRUCTION. NOTIFY OWNER'S REPRESENTATIVES IMMEDIATELY OF ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND INFORMATION SHOWN ON THE PLANS WHICH AFFECT OPERATION OR LAYOUT OF SYSTEM.
4. THE SYSTEM DESIGN IS BASED ON 50 PSI OPERATING PRESSURE AND THE MAXIMUM FLOW DEMAND 250 GPM. THE CONTRACTOR SHALL VERIFY PRESSURE PRIOR TO INSTALLATION AND ORDERING MATERIALS. THE CONTRACTOR SHALL NOTIFY CONSULTANT OF ANY DIFFERENCE FROM PRESSURE INDICATED. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT THEY ASSUME FULL RESPONSIBILITY FOR ANY SYSTEM ALTERATIONS.
5. THE IRRIGATION SYSTEM LAYOUT SHOWN ON THE DRAWINGS IS GENERALLY SCHEMATIC. ALL VALVES, COMPONENTS, PIPING, FITTINGS AND EQUIPMENT SHALL BE LOCATED OUTSIDE THE PLAYING FIELDS AREAS UNLESS SLEEVED OR OTHERWISE SHOWN OR APPROVED BY THE OWNER'S REPRESENTATIVE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING FINAL LOCATION, COORDINATION ACCESS AND MAKE ALL NECESSARY CONNECTIONS FOR THE IRRIGATION PUMP STATION AND CONTROLLER POWER SERVICE AT THE LOCATION APPROVED BY THE OWNERS REPRESENTATIVE.
7. REFER TO SPECIFICATIONS AND DETAILS FOR INSTALLATION PROCEDURES.
8. ALL IRRIGATION VALVE BOXES AND EQUIPMENT ENCLOSURES SHALL BE LOCATED OUT OF CONCRETE CIRCULATION PATHS. ALL VALVE BOXES SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. FIELD VERIFY LOCATIONS PRIOR TO STARTING ANY IRRIGATION SYSTEM INSTALLATION.
9. CONTRACTOR SHALL USE ALL MATERIAL REQUIRED FOR RECLAIMED USE AND PROVIDE ADEQUATE SIGNS TO LOCAL OR STATE STANDARDS. SIGN LOCATIONS NEED TO BE APPROVED BY THE OWNER'S REPRESENTATIVE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PIPING NECESSARY TO PROVIDE A COMPLETE AND FULLY OPERATIONAL IRRIGATION SYSTEM INCLUDING ALL SUB-LATERAL PIPING, FITTINGS AS SPECIFIED AND DETAILED, WHETHER OR NOT THE PIPE IS SHOWN ON THE PLANS.
11. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL LOCAL AND STATE PERMITS REQUIRED TO REMOVE AND INSTALL A FULL AUTOMATIC IRRIGATION SYSTEM TO INCLUDED ELECTRICAL POWER SUPPLY SERVICE TO NEW IRRIGATION PUMP STATION.
12. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE. THIS SHALL INCLUDE THROTTLING THE FLOW CONTROL. AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH ZONE.
13. ALL BENDS AND TEE'S TO BE THRUST BLOCKED PER THE SPECIFICATION.
14. CONTRACTOR SHALL COORDINATE WITH THE CITY OF NORTH PORT PROJECT MANAGER AND FPL FOR METER SERVICE.

IRRIGATION LEGEND:

- C AUTOMATIC (ELECTRIC) IRRIGATION CONTROLLER REFER TO SPECS.
- P BOOSTER PUMP STATION ASSEMBLY 250 GPM / 80 PSI - REFER TO SPECS.
- REMOTE CONTROL VALVE ASSEMBLY (BRASS) REFER TO SPECS.
- MANUAL BRASS GATE VALVE ASSEMBLY REFER TO SPECS.
- QUICK COUPLING VALVE WITH HOSE SWIVEL AND ADAPTER REFER TO SPECS.
- PROPOSED TEE WITH THRUST BLOCK - REFER TO SPECS.

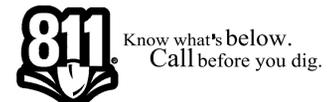
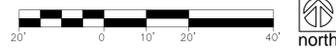
IRRIGATION HEADS:

- HUNTER I-25-04 SS-R-18 (STAINLESS STEEL RISER) REFER TO SPECS.
- RAINBIRD XERI-BUBBLER SXB-360-025 SEE IRRIGATION ZONE CHART PF-5.02. REFER TO SPECIFICATIONS.

LEGEND:

- LIMITS OF ROOTZONE / TIFWAY 419

1 Field Irrigation Plan
scale: 1" = 20'-0"



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NORTH PORT, FL 34286
SECTION 20 & 21, TOWNSHIP 39S, RANGE 21E

NEIGHBORHOOD DEVELOPMENT SERVICES

4970 CITY HALL BLVD.
NORTH PORT, FL 34286
(941) 429-7041
(941) 429-7195

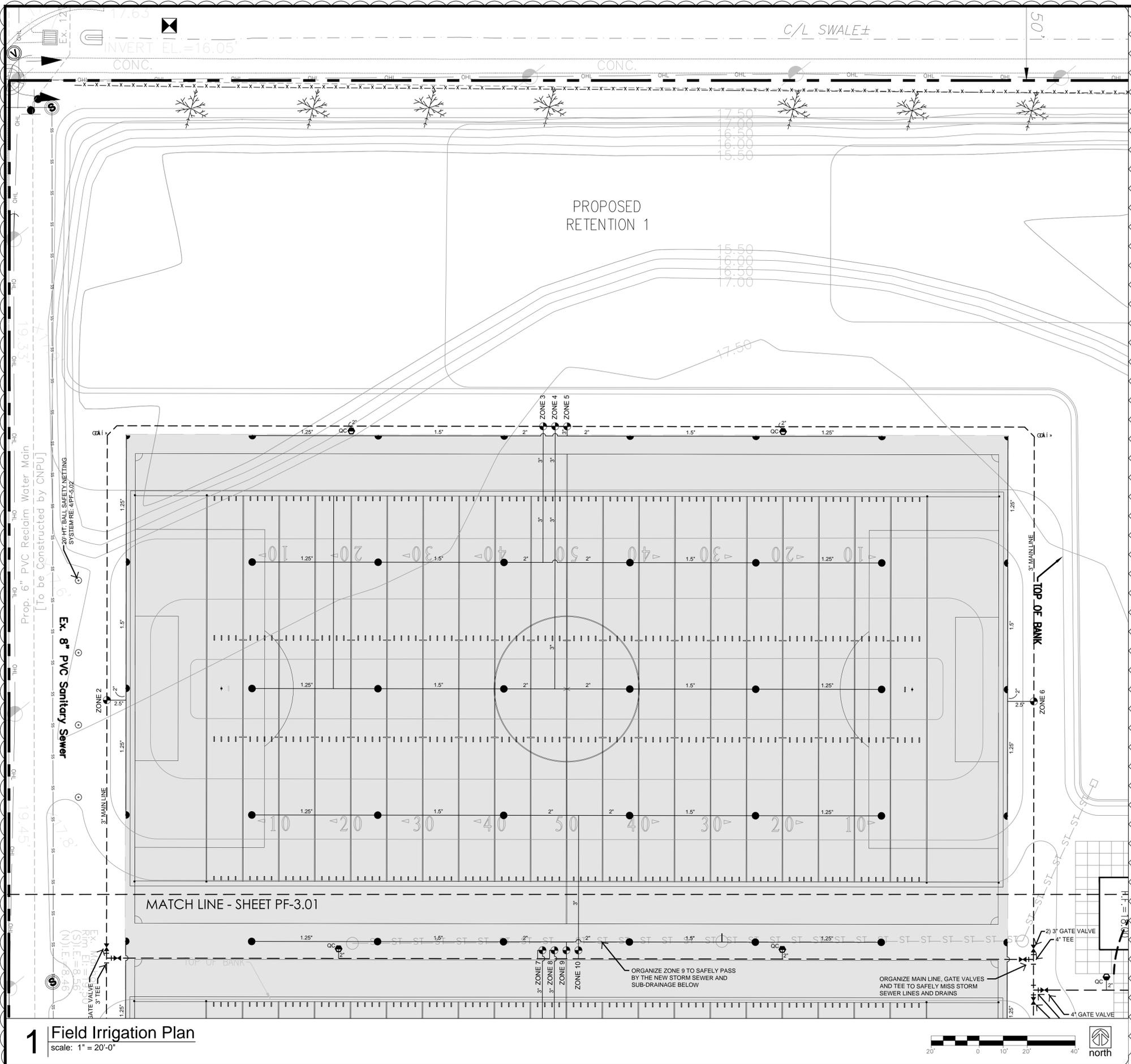
NO.	DATE	DESCRIPTION
1	8/12/16	ADDENDA #1

DATE: 12/15/2014
PROJECT NO. 614002-01
DRAWN BY: KLV
CHECKED BY: WJM

FIELD IRRIGATION PLAN

SHEET NUMBER
PF-3.01

THIS DOCUMENT IS NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED AND SEALED



IRRIGATION NOTES:

1. CONTRACTOR SHALL PREVIEW AND FIELD VERIFY LAYOUT OF ALL SYSTEM COMPONENTS AND HAVE THE LAYOUT APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO STARTING THE INSTALLATION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL THE NECESSARY COMPONENTS TO COMPLETE THE INSTALLATION OF A FULLY AUTOMATIC AND OPERATING IRRIGATION SYSTEM, AS INDICATED ON THE PLANS, PRIOR TO THE START OF ANY TURF OR LANDSCAPE INSTALLATION.
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4. THE SYSTEM DESIGN IS BASED ON 50 PSI OPERATING PRESSURE AND THE MAXIMUM FLOW DEMAND 250 GPM. THE CONTRACTOR SHALL VERIFY PRESSURE PRIOR TO INSTALLATION AND ORDERING MATERIALS. THE CONTRACTOR SHALL NOTIFY CONSULTANT OF ANY DIFFERENCE FROM PRESSURE INDICATED. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT THEY ASSUME FULL RESPONSIBILITY FOR ANY SYSTEM ALTERATIONS.
5. THE IRRIGATION SYSTEM LAYOUT SHOWN ON THE DRAWINGS IS GENERALLY SCHEMATIC. ALL VALVES, COMPONENTS, PIPING, FITTINGS AND EQUIPMENT SHALL BE LOCATED OUTSIDE THE PLAYING FIELDS AREAS UNLESS SLEEVED OR OTHERWISE SHOWN OR APPROVED BY THE OWNER'S REPRESENTATIVE.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING FINAL LOCATION, COORDINATION ACCESS AND MAKE ALL NECESSARY CONNECTIONS FOR THE IRRIGATION PUMP STATION AND CONTROLLER POWER SERVICE AT THE LOCATION APPROVED BY THE OWNERS REPRESENTATIVE.
7. REFER TO SPECIFICATIONS AND DETAILS FOR INSTALLATION PROCEDURES.
8. ALL IRRIGATION VALVE BOXES AND EQUIPMENT ENCLOSURES SHALL BE LOCATED OUT OF CONCRETE CIRCULATION PATHS. ALL VALVE BOXES SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. FIELD VERIFY LOCATIONS PRIOR TO STARTING ANY IRRIGATION SYSTEM INSTALLATION.
9. CONTRACTOR SHALL USE ALL MATERIAL REQUIRED FOR RECLAIMED USE AND PROVIDE ADEQUATE SIGNS TO LOCAL OR STATE STANDARDS. SIGN LOCATIONS NEED TO BE APPROVED BY THE OWNER'S REPRESENTATIVE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL PIPING NECESSARY TO PROVIDE A COMPLETE AND FULLY OPERATIONAL IRRIGATION SYSTEM INCLUDING ALL SUB-LATERAL PIPING, FITTINGS AS SPECIFIED AND DETAILED, WHETHER OR NOT THE PIPE IS SHOWN ON THE PLANS.
11. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL LOCAL AND STATE PERMITS REQUIRED TO REMOVE AND INSTALL A FULL AUTOMATIC IRRIGATION SYSTEM TO INCLUDED ELECTRICAL POWER SUPPLY SERVICE TO NEW IRRIGATION PUMP STATION.
12. THE CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE. THIS SHALL INCLUDE THROTTLING THE FLOW CONTROL. AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH ZONE.
13. ALL BENDS AND TEES TO BE THRUST BLOCKED PER THE SPECIFICATION.
14. CONTRACTOR SHALL COORDINATE WITH THE CITY OF NORTH PORT PROJECT MANAGER AND FPL FOR METER SERVICE.

IRRIGATION LEGEND:

- AUTOMATIC (ELECTRIC) IRRIGATION CONTROLLER REFER TO SPECS
- BOOSTER PUMP STATION ASSEMBLY 250 GPM / 80 PSI - REFER TO SPECS.
- REMOTE CONTROL VALVE ASSEMBLY (BRASS) REFER TO SPECS.
- MANUAL BRASS GATE VALVE ASSEMBLY REFER TO SPECS.
- QUICK COUPLING VALVE WITH HOSE SWIVEL AND ADAPTER REFER TO SPECS.
- PROPOSED TEE WITH THRUST BLOCK - REFER TO SPECS

IRRIGATION HEADS:

- HUNTER I-25-04 SS-R-18 (STAINLESS STEEL RISER) REFER TO SPECS.
- RAINBIRD XERI-BUBBLER SXB-360-025 SEE IRRIGATION ZONE CHART PF-5.02. REFER TO SPECIFICATIONS.

LEGEND:

- LIMITS OF ROOTZONE / TIFWAY 419

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Certificate of Authorization No. 00007924

RAVI DEVAGUPTAPU, P.E.
FLORIDA LICENSE NO. 53150
08.16.16

**MULTI-PURPOSE FIELDS
AT BUTLER PARK**

PROJECT SITE
WEST PRICE BLVD.
NORTH PORT, FL 34286
SECTION 20 & 21, TOWNSHIP 39S, RANGE 21E

NEIGHBORHOOD DEVELOPMENT SERVICES

4970 CITY HALL BLVD.
NORTH PORT, FL 34286
(941) 429-7041
(941) 429-7195

NO.	DESCRIPTION	DATE
1	ADDENDA #1	8/12/16

DATE: 12/15/2014
PROJECT NO. 614002-01
DRAWN BY: KLV
CHECKED BY: WJM

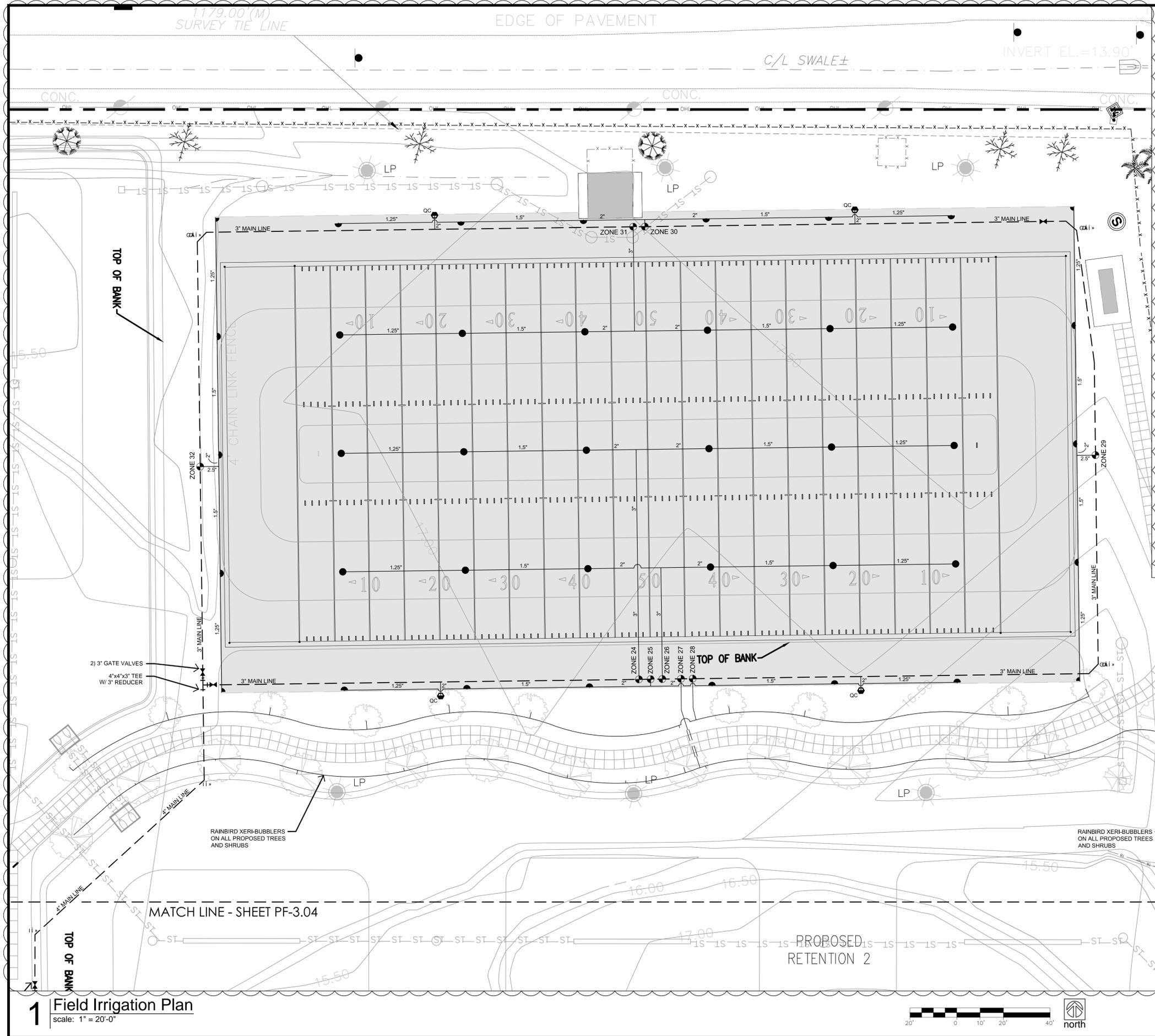
FIELD IRRIGATION PLAN

SHEET NUMBER
PF-3.02

1 Field Irrigation Plan
scale: 1" = 20'-0"



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- ### IRRIGATION NOTES:
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 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING EXISTING CONDITIONS PRIOR TO THE START OF CONSTRUCTION. NOTIFY OWNER'S REPRESENTATIVES IMMEDIATELY OF ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND INFORMATION SHOWN ON THE PLANS WHICH AFFECT OPERATION OR LAYOUT OF SYSTEM.
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- ### LEGEND:
- LIMITS OF ROOTZONE / TIFWAY 419

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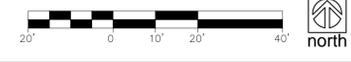
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PROJECT NO. 614002-01
DRAWN BY: KLV
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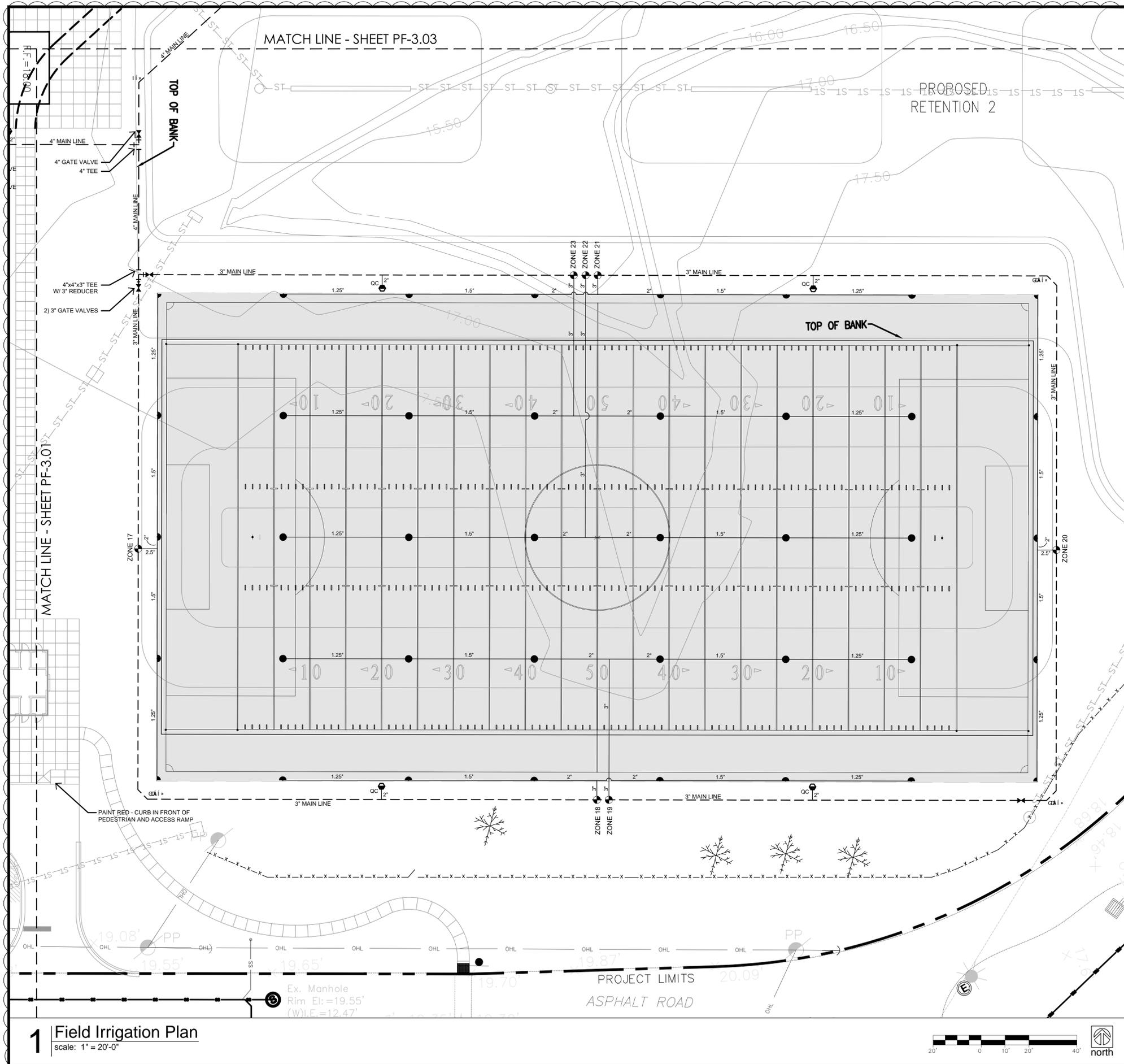
FIELD IRRIGATION PLAN

SHEET NUMBER
PF-3.03

1 Field Irrigation Plan
scale: 1" = 20'-0"



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LEGEND:

- LIMITS OF ROOTZONE / TIFWAY 419

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No. 53150
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08.16.16

**MULTI-PURPOSE FIELDS
AT BUTLER PARK**

PROJECT SITE
WEST PRICE BLVD.
NORTH PORT, FL 34286
SECTION 20 & 21, TOWNSHIP 39S, RANGE 21E

NEIGHBORHOOD DEVELOPMENT SERVICES

4970 CITY HALL BLVD.
NORTH PORT, FL 34286
(941) 429-7041
(941) 429-7195

NO.	DESCRIPTION	DATE
1	ADDENDA #1	8/12/16

DATE: 12/15/2014
PROJECT NO. 614002-01
DRAWN BY: KLV
CHECKED BY: WJM

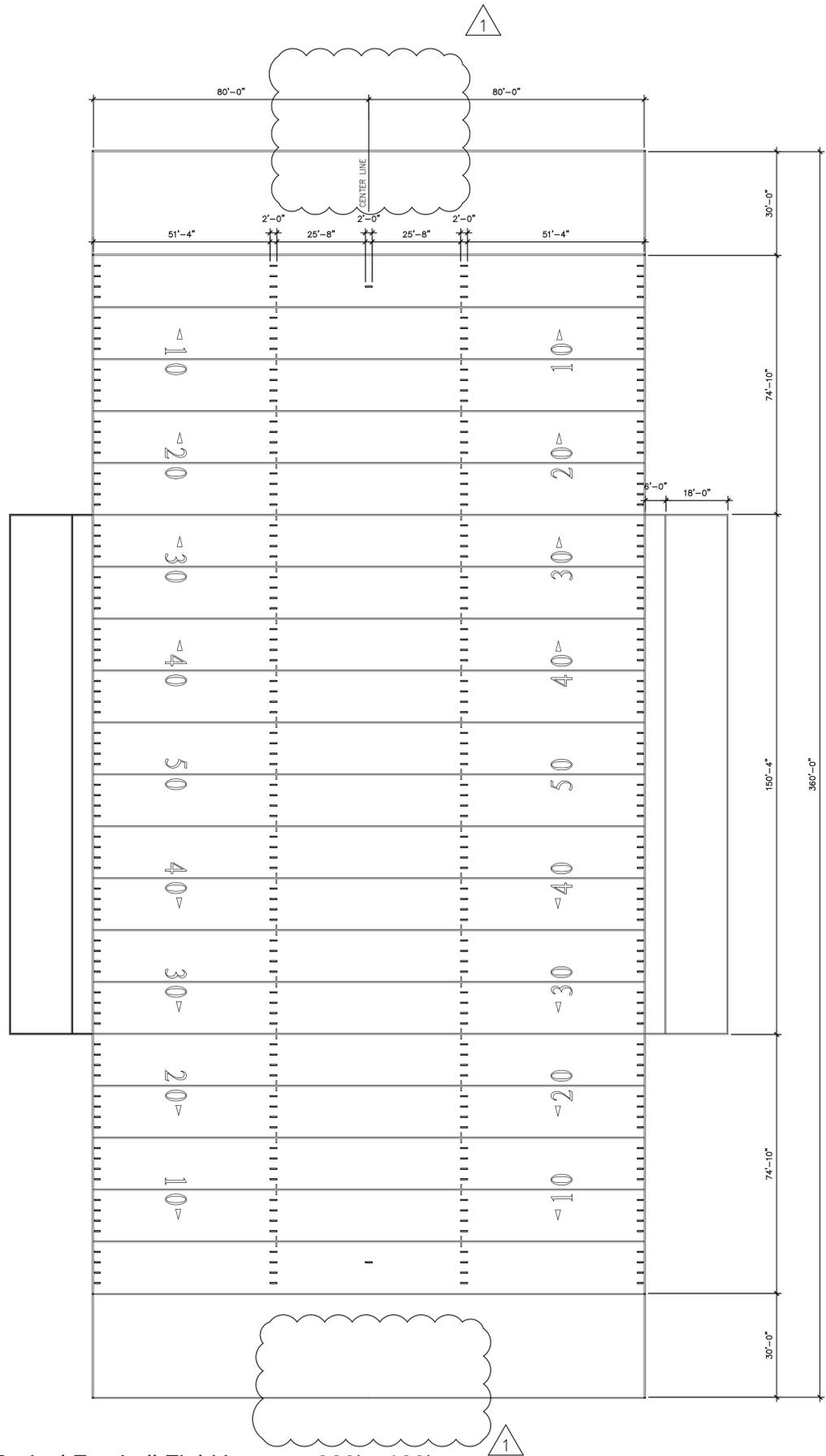
FIELD IRRIGATION PLAN

SHEET NUMBER
PF-3.04

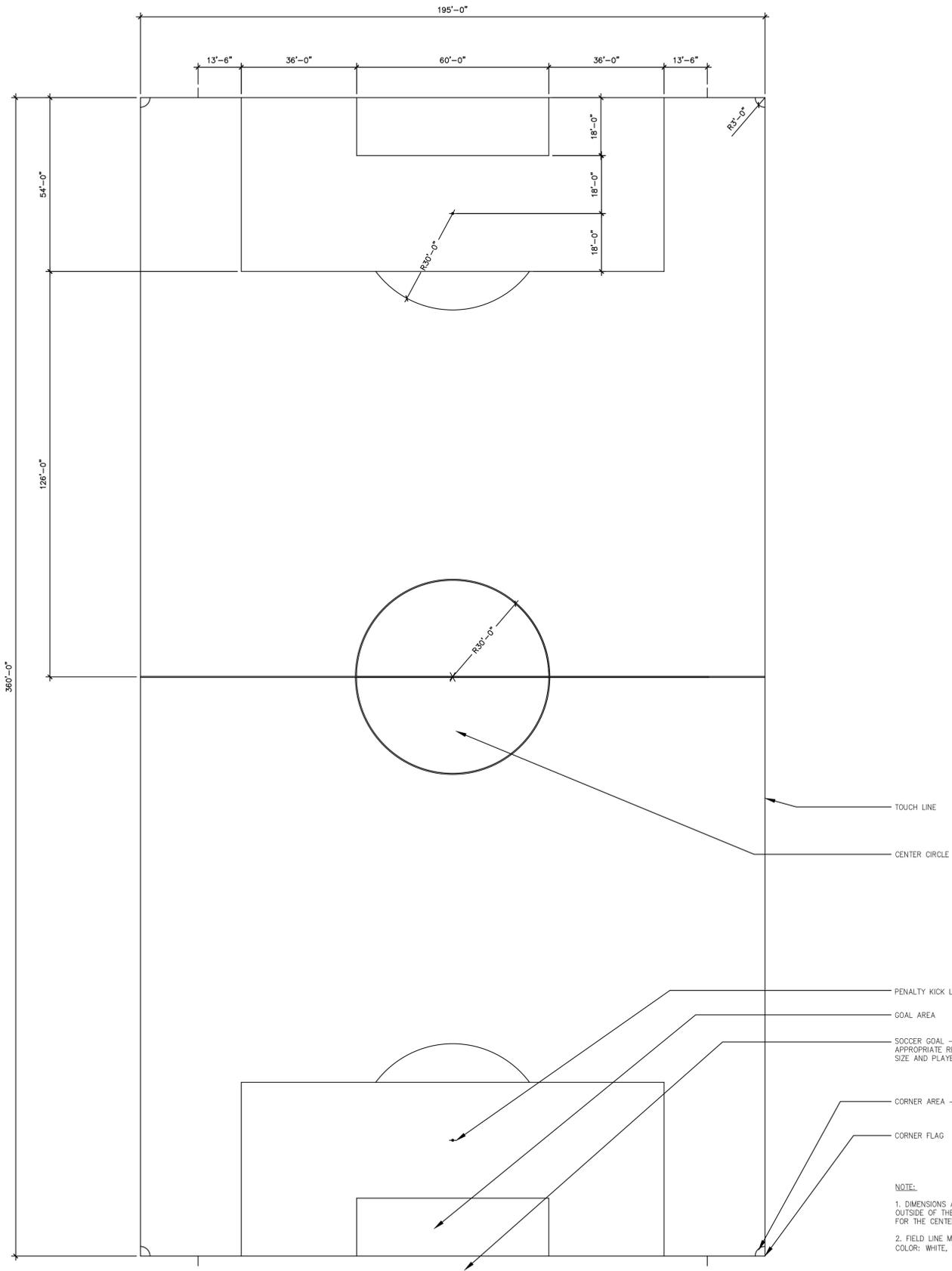
1 | Field Irrigation Plan
scale: 1" = 20'-0"



THIS DOCUMENT IS NOT APPROVED FOR CONSTRUCTION UNLESS SIGNED AND SEALED



2 Typical Football Field Layout - 360' x 160'
1" = 20'-0"



1 Typical Soccer Field Layout - 360' x 195'
1" = 20'-0"

- TOUCH LINE
 - CENTER CIRCLE
 - PENALTY KICK LINE - 2' WIDE
 - GOAL AREA
 - SOCCER GOAL - TO MEET ALL APPROPRIATE REGULATIONS FOR SIZE AND PLAYER SAFETY.
 - CORNER AREA - 3' RADIUS
 - CORNER FLAG
- NOTE:
1. DIMENSIONS ARE TO THE OUTSIDE OF THE LINES EXCEPT FOR THE CENTERLINES.
2. FIELD LINE MARKING: COLOR: WHITE, WIDTH: 2"

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MULTI-PURPOSE FIELDS AT BUTLER PARK

PROJECT SITE
WEST PRICE BLVD
NORTH PORT, FL 34286
SECTION 20 & 21, TOWNSHIP 39S, RANGE 21E

NEIGHBORHOOD DEVELOPMENT SERVICES

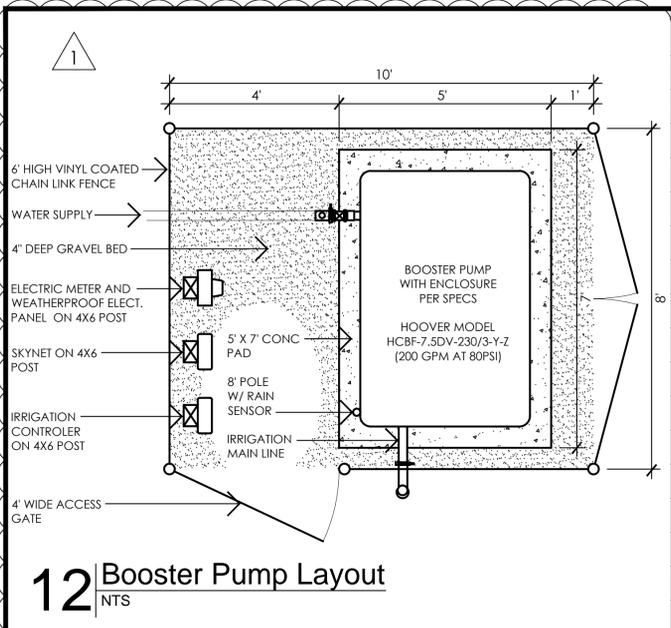
4970 CITY HALL BLVD.
NORTH PORT, FL 34286
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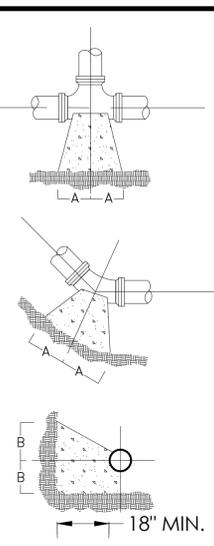
DATE: 12/15/2014
PROJECT NO. 614002-01
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PLAYING FIELD DETAILS

SHEET NUMBER
PF-5.01

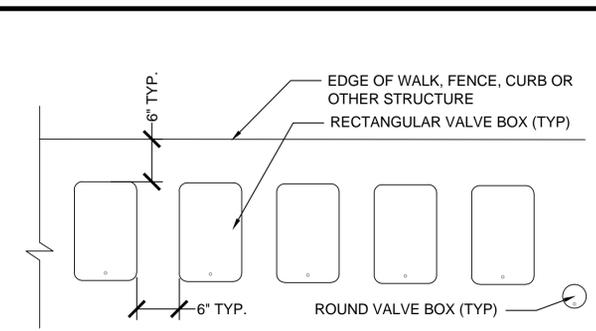


12 Booster Pump Layout
NTS



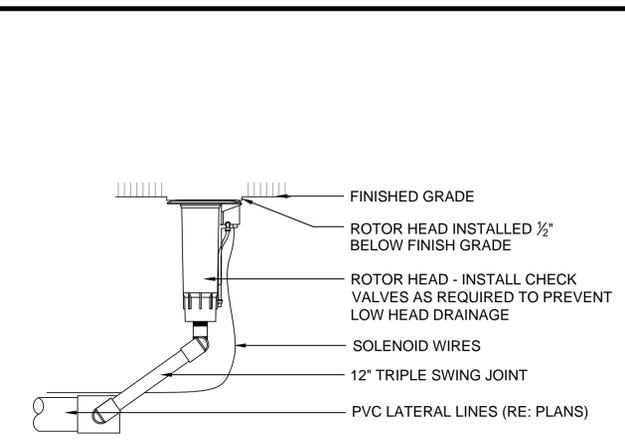
9 Thrust Blocking
NTS

SOIL	SIZE	90 BEND		45 BEND		TEE	
		A	B	A	B	A	B
4000 PSF	2-1/2"	8"	10"	6"	8"	3"	8"
	3"	8"	10"	6"	8"	3"	8"
	4"	8"	10"	6"	8"	3"	8"
	6"	8"	10"	6"	8"	3"	8"
	8"	12"	12"	8"	10"	5"	9"
2000 PSF	2-1/2"	16"	10"	9"	10"	6"	8"
	3"	16"	10"	9"	10"	6"	8"
	4"	16"	10"	9"	10"	6"	8"
	6"	16"	10"	9"	10"	6"	8"
	8"	22"	13"	12"	13"	8"	10"
10"	26"	17"	14"	17"	10"	13"	



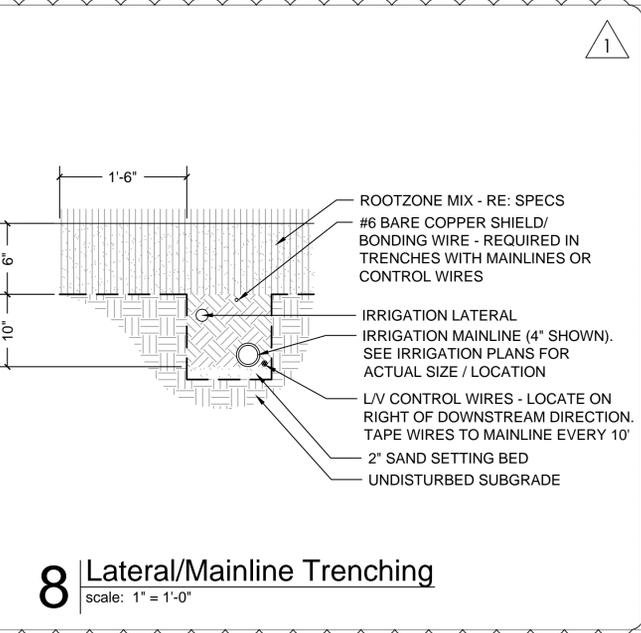
6 Valve Box Manifold
scale: 1" = 1'-0"

NOTES:
 1. CENTER BOXES OVER VALVES
 2. ALL VALVE BOX COVERS SHALL BE INSTALLED TO FINISH GRADE WITH SYNTHETIC TURF GLUED TO COVER.
 3. SET BOXES PARALLEL TO EACH OTHER AND PERPENDICULAR TO EDGE AVOID HEAVILY COMPACTING SOILS AROUND BOXES TO PREVENT DAMAGING OR COLLAPSING

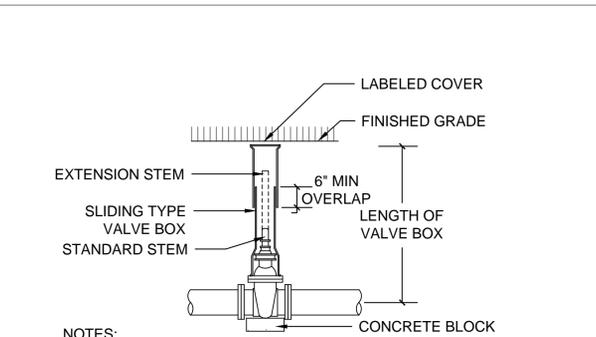


3 Rotor Head
scale: 1" = 1'-0"

DETAIL NO LONGER VALID

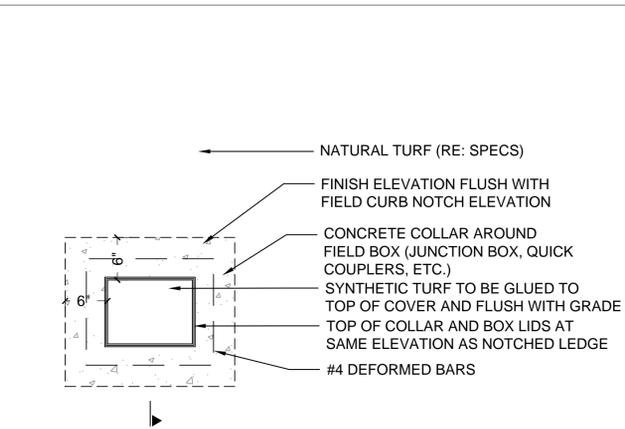


8 Lateral/Mainline Trenching
scale: 1" = 1'-0"



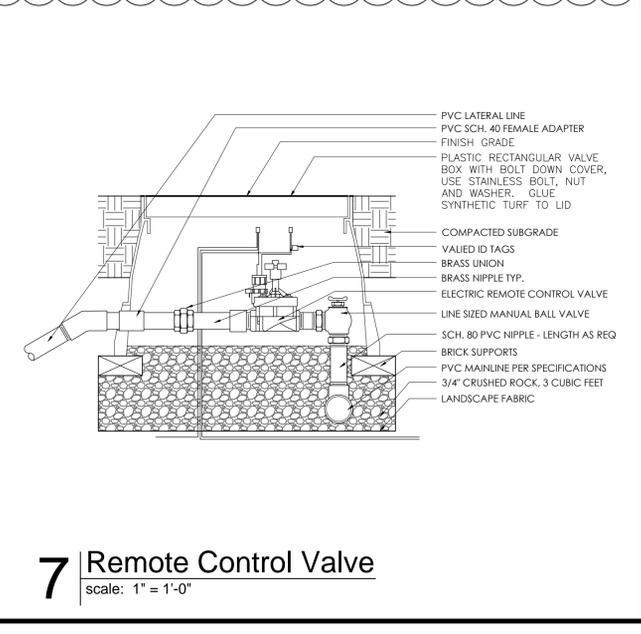
5 Gate Valve
scale: 1" = 1'-0"

NOTES:
 1. VALVE BOX COVERS SHALL BE CAST WITH AN ARROW POINTING IN THE DIRECTION OF THE OPENING AND THE WORD "OPEN". BOX AND COVER SHALL BE TAR COATED. INSTALLATION OF EXTENSION STEM REQUIRED IF STANDARD STEM IS MORE THAN FIVE (5) FEET FROM FINISHED GRADE.
 2. GATE VALVE MUST MEET AWWA C509 REQUIREMENTS
 3. SEE SPECIFICATIONS FOR VALVE OPEN DIRECTION REQUIRED.

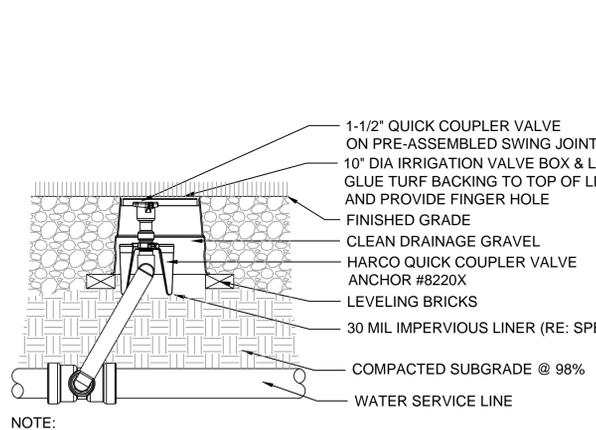


2 Quick Coupler Box Natural Turf
NTS

DETAIL NO LONGER VALID

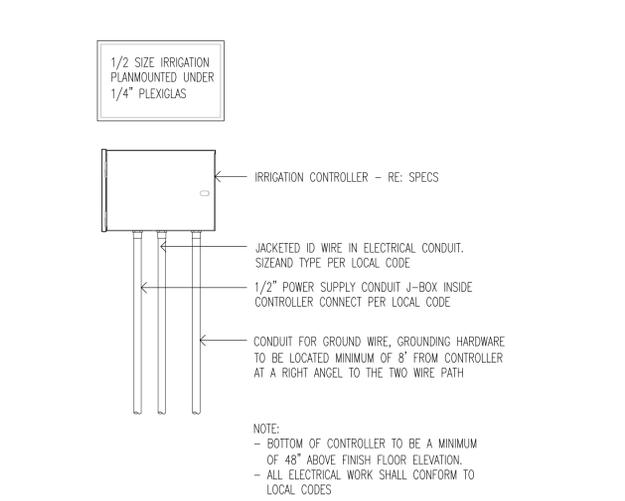


7 Remote Control Valve
scale: 1" = 1'-0"



4 Quick Coupler Valve
scale: 1" = 1'-0"

NOTE:
 ESTABLISH FINISH ELEVATION OF VALVE BOX LID SO THAT INFILL MATERIAL OVER LID IS FLUSH WITH INFILL MATERIAL THROUGHOUT REST OF FIELD



1 Controller Installation - Typical
NTS

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NO.	DATE	DESCRIPTION
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DATE: 12/15/2014
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 CHECKED BY: WJM

AUTOMATIC
 IRRIGATION SYSTEM
 DETAILS

SHEET NUMBER
PF-5.03

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CITY OF NORTH PORT



**BUTLER PARK MULTI-USE SPORTS FIELD
RENOVATIONS**

REQUEST FOR BID NO. 2016-47



CITY OF NORTH PORT
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BOULEVARD
NORTH PORT, FLORIDA 34286
OFFICE: 941.429.7170
FAX: 941.429.7173
EMAIL: purchasing@cityofnorthport.com



NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BID NO. 2016-47

BUTLER PARK MULTI-USE SPORT FIELD RENOVATIONS

The City of North Port is requesting sealed bids to secure the services of a professional, experienced, licensed, and qualified contractor capable of providing construction services in accordance with the specification and plans for the construction of three (3) multi-use fields and the renovation of one (1) soccer field.

NON-MANDATORY PRE-BID MEETING: TUESDAY, AUGUST 9, 2016 AT 10:00 AM
4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA

BID OPENING: FRIDAY, AUGUST 26, 2016 AT 2:00 PM (EST)

(Bids need to be delivered to Room 337 so they can be date and time stamped at or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter.)
4970 CITY HALL BOULEVARD, SUITE 302, NORTH PORT, FLORIDA

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the city website at www.cityofnorthport.com. Bid documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/> (go to the drop down box, select Purchasing and scroll to project RFB No. 2016-47); however, the only place to obtain addenda are on www.demandstar.com. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Alla V. Skipper, CPPB, Senior Contract Specialist, at 941.429.7172. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **AUGUST 19, 2016, 2016 AT 2:00 PM.**

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.

PUBLISH: Sarasota Herald Tribune Newspaper – 7/19/2016
<http://cityofnorthport.com> – 7/15/2016
www.demandstar.com – 7/15/2016

TABLE OF CONTENTS

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS2

TABLE OF CONTENTS.....3

STATEMENT OF NON-SUBMITTAL.....4

INSTRUCTIONS TO BIDDERS.....5

GENERAL PROVISIONS.....18

SPECIAL PROVISIONS.....30

TECHNICAL SPECIFICATIONS & CONDITIONS38

SUBSTITUTION REQUEST FORM.....39

INSURANCE REQUIREMENTS41

REQUIRED FORMS AND BID SCHEDULES43

SAMPLE CONTRACT72

ATTACHMENTS:

- “A”: Florida Transportation Engineering (FTE) Construction Plans dated April 19, 2016
Titled: City of North Port-Butler Park Multi-Use Sports Field Renovations

- “B”: Florida Transportation Engineering (FTE) **Additional Specifications not on plans dated
May 16,2016**

- “C”: South West Florida Water Management District (SWFWMD) ERP Permit No.
43007490.006

STATEMENT OF NON-SUBMITTAL

- Insufficient time to respond to the Request for Bid.
- We do not offer this product/service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- OTHER (please specify below).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____ DATE: _____

Note: "Statement of No Bid" may be faxed or e-mailed to the Purchasing Division at purchasing@cityofnorthport.com or faxed to 941.429.7173.

SECTION I INSTRUCTIONS TO BIDDERS

THESE CONDITIONS ARE STANDARD FOR ALL BIDS FOR COMMODITIES/SERVICES ISSUED BY THE CITY OF NORTH PORT. THE CITY OF NORTH PORT MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE GENERAL CONDITIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL CONDITIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITH THIS REQUEST FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISIONS WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

DEFINITIONS: Terms used in these Instructions to Bidders are defined and have the meanings assigned to them.

- **Addenda:** a written change to a solicitation
- **Bid:** any offer submitted in response to this request for Bid.
- **Bidder:** One that submits a bid in response to this Request for Bid.
- **Bid Documents:** Includes the General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendums issued prior to receipt of bids.
- **City:** Shall refer to City of North Port, a municipal corporation of the State of Florida.
- **Contract:** The agreement to perform the services set forth in this solicitation. The Contract will be comprised of the Bid documents signed by both parties including any addenda and other attachments specifically incorporated.
- **Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under a Request for Bid, and is otherwise eligible for award.
- **Responsive:** Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Request for Bid.
- **Request for Bid (RFB):** Shall mean this solicitation document, including any and all addenda. A RFB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
- **Solicitation:** The written document requesting either bids or proposals from the marketplace.
- **Successful Bidder:** The lowest responsive, responsible Bidder to whom City (on basis of City's evaluation) makes an award.
- **Vendor or Contractor:** A general reference to any entity responding to this solicitation or performing under any resulting Contract.

The City has established for purposes of this Request for Bid (RFB) that the words "shall," "must," or "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response does not substantially satisfy this RFB's mandatory requirements. The words "should" or "may" are equivalent in this RFB and indicate very desirable conditions, or requirements that are permissive in nature.

1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent to the City to award this Contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS/SITE: Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Provisions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

It shall be the responsibility of the bidder, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Department to determine if addenda were issued.

Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Drawings and Specifications.

C. CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City of North Port Purchasing Manager, or his/her designee in written form as a request for interpretation no later than five (5) business days prior to the bid opening (or may be verbally addressed at the pre-bid meeting, if applicable).

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all bidders. Receipt by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City will attempt to notify all prospective bidders of addenda issued to the bid documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Manager, or his/her designee, to determine if addenda were issued, acknowledging and incorporating it into their bid.

D. MODIFICATION OR WITHDRAWAL OF BIDS: Bid modifications will be accepted from a bidder only if received in writing, properly signed by an officer of the bidder, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the bidder's bid form.

Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

E. NO BID: A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the City.

F. CONFLICTS WITHIN SOLICITATION: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

G. PROMPT PAYMENT: It is the policy of the City that payment for all purchases by the City shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation.

2. PREPARATION AND SUBMISSION OF BID FORM

Bid Form: Bids shall be made on forms supplied by the City, or as otherwise specified. Each bid must state the name of the bidder, the bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the City.

Bid Bond: Each bid must be accompanied by a bidder's bond or Cashier's/Official check with their bid in the amount of at least 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents.

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the bidder. All interested bidders are required to submit one (1) original and one (1) copy of their completed bid offer.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the solicitation.

For your bid to be acceptable, ***all blank spaces*** must be completely annotated where and when requested. All bids must contain a manual signature of the authorized representative of the bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the City on or before the specified date and time is solely and strictly the responsibility of the bidder. The City will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope, and must be in the City Purchasing Office by the date and time specified for opening.

Bids postmarked prior to said date and time but not received shall not be considered and will be returned to bidder unopened.

Bid Guarantee: The bid form shall be signed where indicated constituting an agreement that the bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

Source of Supply and Subcontractors: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

Bid Opening: All bids received by the date and time so specified shall be opened and **the name and the total bid price of each bidder read aloud** within designated room at City Hall, at the bid opening. The opening and reading shall be in the presence of the City Clerk and the Purchasing Manager or their designees. Bidders and the general public are not required to be present, but are invited and encouraged to attend.

Late Bids: Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the bidder's responsibility to make arrangements for the return of the bid package at their expense.

3. CITY RIGHTS: The City of North Port reserves the right to accept or reject any and/or all bids in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response, the bid may be either accepted or rejected by the City depending on available competition and the timely needs of the City.

4. AWARD OF BID: The award shall be let to the lowest responsive, responsible bidder, unless other criteria are specified in the request for bids who fulfills all criteria and specifications with consideration to favorable references, qualifications and local preference and whose evaluation by the City indicates that the award will be in the best interest of the City.

Errors: For the purpose of the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

Obviously misplaced decimal points will be corrected.

In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of bid evaluation, the City will proceed on the assumption that the bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

5. BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b), all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

6. WARRANTY: All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty. Vendor shall provide a one (1) year warranty for parts and labor to each property owner for the work it performs. All warranties will begin from the date of final completion.

7. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be

construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

8. TAXES/FREIGHT: The bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. The City is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

In the event the project is declared a sales tax recovery project by the City, the following procedure shall apply:

(a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;

(b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing;

(c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/supplier;

(d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

9. CONTINUATION OF WORK: Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the City and the vendor, continue until completion without change to the then current prices, terms and conditions.

10. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the vendor that funding for any successive fiscal years 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 vendor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

Termination by Vendor: Vendor shall have the right to terminate services only in the event of the City failing to pay Vendor'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.

11. PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

12. RULES, REGULATIONS AND LICENSES: The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

It shall be the responsibility of the Contractor to assure compliance with OSHA, EPA and/or other local, federal, or State of Florida rules, regulations or other requirements, as each may apply.

When applicable and as required by law, the bidder will provide a material safety data sheet with each delivery of a toxic substance.

The vendor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the vendor's offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services.

13. CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the City.

14. COLLUSION: By offering a submission to this RFB, the bidder certifies that the bidder has not divulged to, discussed or compared his/her bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be closed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor; no attempt has been made or will be made by the bidder to induce any other person or firm to person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the Contract to be entered into; and no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the bidder

15. PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit

bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.” By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

16. DRUG FREE WORKPLACE PREFERENCE: The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that the attached Drug Free Workplace Affidavit accompany the bid response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any bidder who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the bidder who has signed the affidavit.

17. 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.

18. NON-DISCRIMINATION: The City of North Port do 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 F.S §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.

19. DECLARATION OF EXEMPTION FROM PUBLIC RECORD: Pursuant to Florida Statute §119.07(1)(b)(2), all bid documents are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

In accordance with F.S. §119.0701, Contractor shall comply with all public records laws, and shall specifically:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

20. FORCE MAJEURE: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

21. GOVERNING LAWS: The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.

22. SUBCONTRACTING: Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the Contract for default.

23. MODIFICATION OF CONTRACT: Any Contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.

24. SUCCESSORS AND ASSIGNS: The vendor shall not assign any interest in any Contract resulting from this solicitation and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City, except that claims for the money due or to become due to the vendor from the City under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

25. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS: Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with City employees or board members, and provides as follows:

EXEMPTION: The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing,

by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(a) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

26. TRUTH-IN-NEGOTIATIONS CERTIFICATE: If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

27. GRANT FUNDING: In the event any part of the Contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the City upon request.

28. PERFORMANCE/PAYMENT BOND: 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.

PERFORMANCE/PAYMENT BOND REQUIREMENTS:

A. The Contractor shall provide a Performance Bond and a Payment Bond, in the form prescribed in Section 3, Contract Documents, each in the amount of 100% of the Contract amount, the costs of which are to be paid by the Contractor. The bonds will be acceptable to the City only if the following minimum conditions are met:

- a. is licensed to do business in the State of Florida;
- b. holds a certificate of authority authorizing it to write surety bonds in this state;
- c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
- e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.

2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. The Surety Company must have 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, with an underwriting limitation of at least two times the dollar amount of the contract.

B. 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.

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

29. STATE REGISTRATION REQUIREMENTS: Any corporation submitting a bid in response to this RFB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a Contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

30. NOTICE TO PROCEED/DELIVERY: After award of bid, a Notice to Proceed shall be issued bearing the terms of delivery. Upon receipt of Notice to Proceed, successful bidder shall acknowledge receipt of same by either fax or mail and shall commence prosecution of the order so that the agreed upon delivery date will be satisfied.

31. PERFORMANCE EVALUATION: At the end of the Contract, the receiving department may evaluate the successful bidder's performance. This evaluation will become public record.

32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the

RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder.

33. NON-EXCLUSIVE CONTRACT: Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The City reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.

34. AUDIT: City shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.

35. UNAUTHORIZED ALIEN CLAUSE: The City of North Port will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the City.

36. 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 subject to the approval and direction of the surety in accordance with F.S. §255.05. Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. ch. 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.

37. LOCAL PREFERENCE: Bidder may claim the Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of North Port.

A. Local Business Definition:

Preference shall be given to a "local business" in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation

with their bid shall not be granted local preference consideration for the purpose of that specific contract award.

“Local business” means a bidder that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the bid submission date from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

“North Port local business” means a local business that has its primary physical business address located within the limits of the City for a period of six (6) months or more before bid submission date, from which the bidder operates or performs business and where at least fifty percent (50%) of the bidder’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.

If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder’s submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

B. Local Price Match Option:

Each formal competitive bid solicitation shall clearly identify the criteria for award. When a responsive and responsible bidder who is not a local business (hereafter, non-local business bidder) submits the lowest bid price (hereafter, low bid), all responsive and responsible local business bidders shall have five (5) business days to submit an offer to match the low bid, provided the original bid submitted by the local business bidder is within ten percent (10%) of the low bid if the amount of the low bid is no more than one million dollars (\$1,000,000). If the amount of the low bid is more than one million dollars (\$1,000,000) but no more than 2 million dollars (\$2,000,000), local business bidders within five percent (5%) shall have the opportunity to match the low bid. If the amount of the low bid is more than two million dollars (\$2,000,000) but no more than 3 million dollars (\$3,000,000), local business bidders within three percent (3%) shall have the opportunity to match the low bid. If the amount of the low bid is more than three million dollars (\$3,000,000), local business bidders within two and one half percent (2.5%) shall have the opportunity to match the low bid. The original lowest responsive and responsible North Port local business bidder who matches the low bid shall receive the award. If no eligible North Port local business bidder can match the low bid, the award shall be made to the original lowest responsive and responsible local business bidder who matches the low bid. If no eligible local business bidder can match the low bid, the award shall be made to the lowest responsive and responsible bidder, regardless of local business status.

If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

38. MBE: Contractors awarded construction contracts who intend to subcontract material or service requirements of the project are encouraged to subcontract to certified minority business/women business enterprises firms or show good faith effort.

39. DISADVANTAGE BUSINESS ENTERPRISE CONTRACT ASSURANCE (IF APPLICABLE): The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

40. SWORN STATEMENT, COMPLIANCE WITH FLORIDA TRENCH ACT: Bidder shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included in the separate line items of the bid and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with his bid or with each work assignment.

41. INSURANCE REQUIREMENTS: The successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the bid specifications.

42. CONTACT PROHIBITION: All prospective Bidders are hereby instructed **NOT** to contact any member of the City of North Port Commission, the City Manager, or City of North Port staff member other than the Authorized Contact Persons identified in this Solicitation regarding this solicitation package, Bidder's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

43. SCRUTINIZED COMPANIES: For contracts of \$1,000,000.00 or more, the Bidder shall certify that it is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473, as required by §287.135, Florida Statutes. The City shall supply the certification form. Providing a false certification is punishable by civil penalty equal to twice the contract amount plus reasonable attorney's fees and costs, in addition to the Bidder being ineligible to bid on any contract for three years after the date it was determined that a false certification was made.

44. E-VERIFY: The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

45. EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

GENERAL PROVISIONS

1. SCOPE OF WORK

1.1. Intent of Contract: Bid forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including but not limited to labor, transportation, supervision, electricity, water, equipment, startup, testing, training and all other work needed for a complete and operational system, as described in the Technical Specifications and/or shown on the Contract Drawings attached herewith. The City reserves the right to establish the exact limits of work in the field and to add or delete from the Project, as it deems necessary.

1.2. Definitions:

1.2.1. The successful bidder for this Contract will be referred to as the Contractor; Department Director or his/her representative, acting personally or through an assistant duly authorized for such act by the City will be referred to as City. For the purposes of this Contract, the word "Project" shall mean the services limits of Contractor.

1.2.2. The Contract documents consist of the Request for Bids, Instructions to Bidders, Bid Forms, Technical Specifications and Conditions, Construction Drawings, General Provisions, Special Provisions, Insurance Requirements, and all other related documents, including all modifications thereof incorporated in the documents before their execution. These form the Contract.

1.2.3. Written notice shall be deemed to have been duly served three days after date of postmark, and upon receipt, if delivered to the individual or member of the firm or an officer of the corporation for whom it is intended.

1.2.4. Subcontractor(s), as employed herein, includes only those having a direct Contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.

1.2.5. The term "work" of the Contractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Contract.

1.2.6. All time limits stated in the Contract documents are of essence to the Contract

1.3. Time of Completion: The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days

All work for this project shall be performed during regular business hours. A regular workday shall be considered to be a maximum of ten (10) hours duration. The cost for inspection time for work performed on weekends, holidays, or in excess of ten (10) hours may be billed to the Contractor at the prevailing wage plus overhead costs for those persons involved.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the City of all work provided for in the Contract, or as stipulated in the Technical Specifications, or whichever comes first, other than: Saturday, Sunday, any day designated as a holiday by the City, any day the Contractor is prevented from working during the first five (5) hours of the work day, with at least sixty percent (60%) of the normal work force, due to inclement weather.

Request for planned overtime by the Contractor must be submitted in writing to the City, twenty-four (24) hours in advance, and may not proceed without the City's approval.

1.4. Quality of Work: The Contractor agrees to do the work covered under this Contract to the best of his/her ability and conforming to this Contract and specifications and of a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the City.

2. PROSECUTION AND PROGRESS

2.1. Subletting or Assigning of Contracts: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or his right, Title, or interest therein, without written consent of the City Manager or his Designee

2.2. Preconstruction Meeting: After the Contract has been awarded, the City will schedule a preconstruction meeting to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the City, the Contractor and various utility companies that will be affected by the construction.

2.3. Performance and Payment Bond: The awarded Contractor shall furnish a certified recorded copy from Sarasota County Clerk's Office of the Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned 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 a certified copy of the Bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting.

2.4. Submission of Work Schedule/Order of Completion: At the preconstruction meeting, the successful bidder shall have on hand a working schedule for the Project, showing in detail the order in which the Contractor proposes to perform the work. He/she shall indicate the dates on which major equipment will be delivered and various major items of work will start and the estimated completion dates of the major items. Construction Schedule the Contractor's proposed operations for the various items of work, which would affect or be affected by utility adjustments.

2.5. Submission of Schedule of Values: A Schedule of Values to reflect value of equipment, materials and work performed per unit price, with totals shall be submitted at preconstruction meeting. Both parties are to agree on proposed schedule of values prior to any work being performed.

2.6. Provisions for Convenience of Public: The Contractor shall schedule his/her operations so as minimize any inconvenience to adjacent businesses for residences. Where necessary, the City may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would represent a more serious handicap, before beginning construction in the less affected areas.

3. CONTROL OF THE WORK AND MATERIALS

3.1. Control of Work:

3.1.1. Plans and Contract Documents: The Contractor will be furnished a CD and two (2) signed and sealed building permit field copies of the Plans, Technical Specifications, General and Special Provisions as required for the Project. Additional signed & sealed copies, if needed to obtain the permits or otherwise perform the Work associated with this Contract, will be submitted upon written request. Other copies that may be needed by the Contractor shall be produced by the Contractor as his own expense.

3.1.2. Detail Drawings and Instructions: The City may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract documents, true developments thereof, and reasonable inferable there from.

3.1.3. Order of Precedence: These documents are integral parts of the Contract, and a requirement occurring on one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In cases of discrepancy, the governing order of documents shall be as follows:

Permits from Agencies as required by law

Change Orders

Contract Documents, including Technical Specifications

Construction Plans

3.1.3.1.1. Dimensions given in figures govern scaled dimensions.

3.1.3.1.2. Detail drawings govern over general drawings.

3.1.3.1.3. Addenda/Change order drawings govern over Contract documents.

FDOT Roadway and Traffic Design Standards, January, latest edition (if applicable).

FDOT Standard Specifications, for Road & Bridge Construction, latest edition (if applicable).

3.1.4. Conformity of Work with Plans: All work performed and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Technical Specifications or Special Provisions.

3.1.5. Authority of the City: All work shall be done under the supervision of the City or the City's representative and performed to its satisfaction. It is agreed by the parties hereto that the City shall decide all questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and material furnished, under or by reason of the Contract.

3.1.6. City's Status: The City and/or the City's Representative shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City and/or the City's Representative shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications.

The City Manager or his Designee has the authority to:

Stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.

Reject all work that does not conform to the Contract.

Resolve questions that arise in the execution of the work.

The City's Representative has the authority to:

Reject all work that does not conform to the Contract.

Resolve questions that arise in the execution of the work.

3.1.7. Suspension of Work: The City may at any time suspend work by giving ten (10) calendar days' notice to the Contractor in writing. The City shall reimburse the Contractor for expenses incurred by the Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the City does not give written notice to the Contractor to resume work within thirty (30) calendar days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.

3.1.8. The City's Right to do Work: If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with the provisions of this Contract, the City, after three days' written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct from the payment due the Contractor.

3.1.9. The City's Right to Terminate Contract: If the Contractor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the City may terminate the Contractor's right to proceed. In such event, the City may take over the work and prosecute the same to completion by the Contract or otherwise and the Contractor will be liable for any excess cost occasioned by the City. The City may take possession of and utilized in completing the work such materials and equipment as may be on the site of the work and necessary therefore.

If the Contractor should be adjudged a bankrupt, or should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed due to insolvency, or if he/she should refuse or fail, except in cases which time extension is provided to supply enough workmen, or if he/she should fail to make payment to subcontractors for labor and/or material, or disregard laws, ordinances or the instructions of the City, or be guilty of a violation of a provision of the Contract, then the City may, without prejudice to any other right or remedy and after giving seven (7) calendar days' notice, terminate employment of the Contractor and possess materials, tools, and appliances thereon and finish work by methods it may deem expedient. Expenses incurred by the City and the damage incurred through the Contractor's default.

In any circumstance, the City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) calendar days' written notice by certified mail.

In the event of termination, the Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, material, or work shall become the property of the City and shall be delivered to the City without reservation.

3.1.10. City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to

exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

3.1.11. City's Decision: The City shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

3.1.12. Authority and Duties of City's Inspectors: The City's Inspectors shall be authorized to inspect all work done and all materials furnished. They shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications and Contract. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

3.1.13. Inspection of Work: The City and its representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection. If the Specifications/Conditions, the City's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give to the City timely notice of its readiness for inspection and, if the inspection is by an authority other than the City, the date fixed for such inspection. Inspections by the City shall be promptly made and, where practicable, at the source of supply. If any work should be covered up without approval or consent of the City, it must, if required by the City, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered and the work must be uncovered by the Contractor.

3.1.14. Contractor's Supervision and Employees: The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequence and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his/her employees, and shall not employ any unfit person or anyone unskilled in the work assigned to him/her. The Contractor shall be responsible to see that the completed work complies fully with the Contract Documents.

As the work progresses, the Contractor shall keep on the job at all times an English speaking Superintendent or designee, technically qualified, who is an employee of the Contractor and who shall not be replaced without written notice and approval of the City. The Superintendent will be the Contractor's representative on the job and shall have authority to act on behalf of the Contractor. The Superintendent or his/her qualified designee shall be present at the job site and direct the work of subcontractors, as well as employees of the Contractor. This supervisor will be equipped with a communication device enabling him/her to contact suppliers, subcontractors or his/her office who in turn can convey necessary communications to others. All communications given to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all communications to the City or his/her representative.

The Contractor's Superintendent shall be present on the job site at all times while work is in progress, and shall be available by phone for emergencies twenty-four hours per day, seven days per week. Failure to observe this requirement shall be considered suspension

of the work by the Contractor until such time as such Superintendent is again present on the job.

If the Contractor, in the course of the work, finds any discrepancy between the drawing and the physical conditions of the site, or any errors or omissions in drawing, or in the construction layout points and instructions, he/she shall immediately inform the City, in writing, and the City shall promptly verify same. Any work done after such discovery will be done at the Contractor's risk.

Neither party shall employ or hire any employee of the other party without the concurrence of each party.

3.1.15. Contractor's Understanding: It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

3.1.16. Permits and Regulations: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all costs arising there from.

3.1.17. Protection of Work and Property: The Contractor shall continuously maintain protection of all his/her work from damage and shall protect the City's property from injury or loss arising in connection with this Contract. He/she shall adequately protect adjacent property as provided by law and the Contract Documents. He/she shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the City, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he/she shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the Contractor and the City.

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the necessary agreements to the City, the City will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided,

or for which the City has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the City.

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

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

By estimate and acceptance in a lump sum.

By unit prices named in the Contract or subsequently agreed upon.

By cost and percentage or by cost and a fixed fee.

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

3.1.19. Deductions for Uncorrected Work: If the City deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made thereof.

3.1.20. Delays and Extension of Time: If the Contractor should be delayed at any time in the progress of work by any act of neglect of the City or of its employees or by any other Contractor employed by the City, or by changes ordered in the work, or by such causes beyond the Contractor's control, or by delay authorized by the City, or by any cause which the City shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City may decide. However, no time delay shall be allowed if judged by the City to be caused by the Contractor's negligence.

No such extension shall be made for delay occurring more than seven (7) calendar days before claim therefore is made in writing to the City. In the case of a continuing cause of delay only one (1) claim is necessary. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

3.1.21. Correction of Work Before Final Payment: All work, materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the City who shall

be the final judge of quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet City's approval; they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his/her own expense. Rejected material shall be immediately removed from the site. If, in the opinion of any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the City to be equitable.

3.1.22. Contractor Right to Stop Work or Cancel Contract: If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the City fails to pay the Contractor within thirty (30) calendar days of maturity and presentation of any sum certified by the City, then the Contractor may, upon seven (7) calendar days written notice to the City, stop work and terminate this Contract.

3.1.23. Removal of Equipment: In the case of annulment of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from property of the City and/or site of work, failing which the City has the right to remove such equipment and supplies at the Contractor's expense.

3.1.24. Use of Completed Portions: The City has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the City may determine and the City approves.

3.1.25. Payments Withheld: The City may withhold payment to the Contractor from loss on account of:

Defective Work not remedied; Reference FDOT section 9-6.3, FDOT Standard Specifications for Road and Bridge Construction manual dated 2007.

Claims filed or evidence indicating probable filing of claims; Reference FDOT sections 5-12 and 9-10, FDOT Standard Specifications for Road and Bridge Construction manual dated 2007.

Failure of the Contractor to make payment properly to Subcontractors or for material/labor; Reference FDOT section 9-6.7, FDOT Standard Specifications for Road and Bridge Construction manual dated 2007.

A reasonable doubt that the Contract can be completed for the balance then unpaid.

Damage to another Contractor

When the above grounds are removed, payment shall be made for amounts withheld because of them.

3.1.26. Damages: Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work, and shall be adjusted by agreement.

3.1.27. Assignment: Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him/her hereunder without the previous written consent of the City.

3.1.28. Right of Various Interests: Before work being done by the City's forces or by other Contractor's forces, contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City before such commencement, to secure the completion of the various portions of the work in general harmony.

3.1.29. Separate Contracts: The City reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of the work, and shall properly connect and coordinate his/her work with theirs. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His/her failure to so inspect and report shall constitute an acceptance of the other Contractors, work as fit and proper for the reception of his work, except as to defects, which may develop on the other Contractor's, work after execution of his work.

3.1.30. Subcontractors: The Contractor shall provide a list of Subcontractors with his/her proposal for approval. The Contractor agrees that he/she is as fully responsible to the City for the acts and omissions of his/her Subcontractors and of persons either directly or indirectly employed by them as he/she is for the acts and omissions of persons directly employed by him/her. Nothing contained in the Contract documents shall create any Contractual relationship between any Subcontractor and the City.

Substitutions must be submitted in writing and shall be subject to the approval by the City. To insure proper execution of his/her subsequent work, the Contractor shall measure work already in place and shall at once report to the City any discrepancy between the executed work and the drawings.

3.1.31. Horizontal and Vertical Control: Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any/all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes, and, in case of willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

3.1.32. Lands for Work: The City shall provide the lands upon which the work under this Contract is to be done, except that the Contractors shall provide land required for the erection of temporary construction facilities and storage of material, together with the right of access to same.

3.1.33. Cleaning Up: The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be

an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

3.1.34. Guarantee: The Contractor shall warrant all equipment furnished and work performed by him/her for a period of one (1) year from the date of written acceptance of the work, final completion by the City or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the City and restored work will be warranted for one year from the date of acceptance, or as may be otherwise specified. This will not release additional warranties required by other sections or provided by individual suppliers.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of completion or written acceptance by the City, whichever is later.

3.1.35. Responsibility Regarding Existing Utilities and Structures: The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures from any damage resulting from said excavation. The Contractor is to include within his line item bid prices the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities, which may be in conflict with the construction of the proposed project.

3.1.36. Accidents: The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

3.1.37. Stage Plans: Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the City, shall be adhered to unless objected to in writing by the Contractor, but the submission or approval of stage plans by the City shall not relieve the Contractor of full responsibility for the work.

3.1.38. Measurement of Quantities: The quantities of work performed will be computed by the City on the basis of measurement taken by the City or its assistants, and these measurements shall be final and binding. All work computed under the Contract shall be measured by the City according to the United States Standard Measurement and Weights. The City does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities.

The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein. **Any increase in quantities shall be approved by the City prior to any work.**

3.1.39. Reference to Other Specifications: Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used.

3.1.40. Sanitary Facilities: The Contractor shall provide and maintain, in a sanitary condition, facilities for his/her employees as are required by local and state boards of health.

3.1.41. Quality of Equipment and Materials: To establish standards of quality, the City may, in the specifications, refer to products by name and/or catalog number. This procedure is not to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the City may require.

The Contractor shall abide by the City's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor. The City will approve or disapprove proposed substitutions in writing within a reasonable time.

3.1.42. Codes and Laws: The successful bidder shall comply with all Federal, State, Local Laws and Ordinances that affect the Contract in any way.

3.1.43. Traffic Control: The Contractor shall comply with the "Manual on Uniform Traffic Control and Devices" and maintain safe conditions at all times.

3.1.44. Exploration and Reports: If reference is made to identification of reports of explorations and tests of subsurface conditions at the site that have been used in preparing the Contract documents, it should be understood that these reports are not part of the Contract documents. The Contractor shall have full responsibility with respect to subsurface conditions at the site. Technical data, made available only at the Contractor's request, may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project. If the Contractor desires additional subsurface investigation, it will be done at his/her expense, prior to bidding. Limited Subsurface reports for this project are available through the Utility Department.

If the Contractor has elected not to make subsurface investigation prior to bidding, he/she shall not be entitled to any extra compensation or Contract change orders due to conditions encountered.

3.1.45. Existing Structures: Drawing of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site that have been utilized by the consultant and/or the City in preparation of the Contract documents. The Contractor may rely upon the accuracy of the technical data contained in such drawing but not for the completeness thereof for the purpose of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

3.1.46. Report of Differing Conditions: If the Contractor believes that any technical data on which he/she relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify the City in writing about the inaccuracy of difference. The City will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to the Contractor) of the City's findings and conclusion.

3.1.47. Not Shown or Indicated: If an underground facility is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (except in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the City. The Contractor will review the underground facility to determine the extent to which the documents should be modified to reflect and substantiate the consequences of the existence of the underground facility. With City approval, the Contract documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility. The Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable.

3.1.48. Progress Meeting: Progress meetings will be conducted bi-weekly or as required if requested by Contractor or the City.

SPECIAL PROVISIONS

SP-00 INTENT: The purpose of this project is to obtain a competent and responsible Contractor to construct the project in accordance with the plans and specifications, in an expeditious manner that reasonably protects the public and adjacent property from the construction of the project.

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

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

SP-01 EQUIPMENT: The Contractor shall only use equipment, machines, or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications stated herein. Special attention is directed to pavers capable of achieving desired application rates, specified cross slope and necessary joint matching through the use of the latest electronic technology available. Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall utilize compaction equipment, which will produce the required density in accordance with FDOT Specifications. The Contractor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable. The Contractor shall also conform to FDOT Specification, Section 100.

SP-02 CONSTRUCTION SCHEDULE: The time for the completion of the Butler Park Multi Use Sports Field Renovation Project work shall be **180 calendar days** from date specified in the Notice to Proceed to final completion. Contractor shall ensure that all work will be completed within the specified time without exception with a schedule showing completion within established constraints that will become the baseline for future updates. Updated schedules must identify any activities delayed and impacts to the progression of work with remedial action plans for recovery or adjustments. After a baseline schedule is submitted and approved consideration for significant changes in the Construction Schedule by Contractor must be justified and warranted before adopted. The proposed production schedule shall be submitted a minimum of one (1) week prior to submitting the monthly invoices, as required under Special Provisions. Invoices will be rejected if the schedule is not included.

SP-03 PRE-CONSTRUCTION CONFERENCE: A Pre-Construction Conference will be held, at which time the Contractor shall submit the following for the City's approval or acceptance:

SP-03.1. A telephone list specifying the name, address, phone number and cell numbers of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract the survey work, the Contractor shall include the registration number of the surveyor. The

telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency telephone or beeper number for the City's use, which the Contractor shall update as necessary throughout the project. The Contractor shall request, in writing, any changes in subcontractors or suppliers. No change in subcontractors or suppliers shall be made without written consent from the City.

SP-03.2. In addition to the telephone and facsimile numbers, the Contractor shall provide an e-mail address where emails can be sent. The e-mail address must be monitored at least daily and capable of transferring electronic files.

SP-03.3. The Contractor shall submit to the City a list of equipment the Contractor proposes to utilize on this project.

SP-03.4. The Contractor shall submit for City approval a paper copy and electronic copy of a Construction Schedule prepared using City approved software, and a Schedule of Progress Payment Requests.

SP-03.5. The Contractor shall also submit all other materials or mix designs, which will be used by the Contractor for this Contract.

No work shall start until all submittals have been accepted by the City. Once approved, no changes will be allowed without the written approval of the City.

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

SP-04 BIWEEKLY PROGRESS MEETING: The Contractor shall designate a representative to attend Progress Meetings held at the site or a mutually agreed location. The Contractor shall submit, at each meeting, revised schedule information, a written projected schedule for the next week, written claims for additional compensation, written claims for rain days to extend the Contract, results of all testing and Value Engineering Proposals. The City will use the update schedule information to monitor the Contractor's production rate. Upon written notice from the City, the Contractor shall dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract.

SP-05 COOPERATION WITH UTILITIES: The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

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

Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute 240. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction.

SP-06 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 thru a Notice to Proceed letter and that all work to be performed under the provisions of this Contract shall be completed in not more than One Hundred Eighty (**180**) 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

One Hundred Fifty (150) calendar days; with final completion within thirty (30) calendar days after attaining Substantial Completion. Time is of the essence in the performance of this Contract.

SP-07 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 of North Port 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 of North Port. The City of North Port shall provide the Contractor with 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 of North Port by the Contractor to meet his/her obligations under the contract. The Contractor shall complete the items on the punch list to the satisfaction of the City of North Port within seven (7) 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 seven (7) 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 **ONE HUNDRED DOLLARS AND ZERO CENTS (\$100.00)** 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.

SP-08 DAMAGES: Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, mailboxes, driveways, pavement, sprinkler systems, conduits, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

SP-09 CONTINUOUS PROSECUTION OF WORK: The Contractor shall continuously prosecute the work in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

All punch list items shall be completed in accordance with provisions of Liquidated Damages. Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Provision and/or Technical Specification shall result in the Contractor being considered in default and subject to suspension of this contract.

SP-10 SAFETY AND PROTECTION:

SP-10.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

SP-10.1.1. All employees on the work and other persons and organizations who may be affected thereby

SP-10.1.2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

SP-10.1.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

SP-10.2. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection

SP-10.3. All personnel working within the City's right-of-way shall at all times wear City approved safety vests, including personnel who may only briefly be out of their vehicle (i.e., supervisors, truck drivers).

SP-10.4. No open excavations are allowed in the project. Any pipe installation shall be backfilled properly the same day of work on such pipe area to allow safe passing of pedestrians and vehicles. The Contractor shall immediately remove any personnel who fail to conform to this requirement.

SP-11 CHANGES IN THE WORK: The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be a change **to the contract** and shall require approval by the City Manager prior to prosecution of the additional work. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract. In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered.

Contract Contingency and Contract Amendments: An amount added to an estimate to allow for items, conditions, or events for which the state, occurrence, or effect is uncertain and that experience shows will likely results, in aggregate, in additional costs. All contingency items will require approval from the Purchasing Manager or designee, the Finance Director and City Manager prior to any work being performed. Contract amendments will require Commission approval. Contractor performing work without a fully executed change order or contract amendment does so at his own risk (if not approved payment will not be rendered).

Value of any such extra work or change shall be determined in one or more of the following ways thru a Potential Change Order (PCO):

SP-11.1. By estimate and acceptance in a lump sum.

SP-11.2. By unit prices named in the contract or subsequently agreed upon.

SP-11.3. By cost and percentage or by cost and a fixed fee.

SP-11.4. By Change Order executed by City Manager

SP-11.5. By Contingency Authorization (executed by City Manager).

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case, he shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to

the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

Measurement of Quantities: The quantities of work performed will be computed by the City on the basis of measurement taken by the City, and these measurements shall be final and binding. All work computed under the contract shall be measured by the City according to the United States Standard Measurement and Weights. The City does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the City prior to any work.

SP-12 CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

SP-13 SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT: The Contractor shall not subcontract, sublet or otherwise assign more than sixty percent (60%) of the Contract value.

SP-14 PERMITS: A Southwest Florida Water Management District Permit ERP 703658-42007490.006 has been obtained by the City (See attachment C). A Building Permit will be secured by the City prior to construction.

The contractor shall comply fully with all relevant stipulations of all permits issued for this project.

SP-15 ROAD/LANE CLOSURE: Entrance drives to the Morgan Center must remain open during construction. One lane may be closed from time to time by providing notice to Morgan Center Staff and Project Manager.

SP-16 NOTICE-OF-INTENT (NOI): The Contractor for the project shall submit a Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, along with the permit fee with the Florida Department of Environmental Protection.

SP-17 OTHER PROJECTS IN CONFLICT: NA

SP-18 DEWATERING: The Contractor shall request approval by the City of North Port Project Manager before applying for a permit from the Southwest Florida Water Management District.

SP-19 TESTING:

- Compaction density of stabilized subgrade shall be taken per plans and specifications in Attachments A & B.
- Concrete delivered to the site shall have a minimum of one test for each day's production of each type of mix at the site location or per plans and specifications in Attachments A & B.

SP-20 STORED MATERIALS: There will be no payment for stored materials.

SP-21 PRE-CONSTRUCTION VIDEO: The City Project Manager, General Services or the County may take video prior to construction & the contractor is welcome to also take a video of the area of construction.

SP-22 PERIODIC CLEAN UP AND RESTORATION: During construction, the Contractor shall regularly remove from site and properly dispose of all accumulated debris and surplus material of any kind that result from their operations. The Contractor shall remove unsightly mounds of earth, large stones, boulders, and debris so the site presents a neat appearance. Burial of construction debris is not permitted.

SP-23 COMPLETION OF THE PROJECT: The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The City shall determine the date of completion for the project when at the minimum the following are met as well as all other conditions defined in the Contract Documents:

- All punch list items have been addressed to the satisfaction of the City.
- All testing has been completed and results are satisfactory (including but not limited to Compaction Tests).
- Record Drawing requirements have been accepted and approved by the Engineer of Record and the City.

SP-24 VALUE ENGINEERING PROPOSAL: The awarded Contractor may offer Value Engineering Proposals (VEP) for completing the work using different means and methods than specified in this contract. The City will review and provide written comments to each VEP provided by the Contractor. The Contractor shall not be compensated for the preparation of a VEP; however, the Contractor may retain the fee estimated on the original contract amount. Contract time may be suspended while the Contractor's VEP is reviewed by the City. The City shall be the sole judge of the acceptability of all Value Engineering Proposals.

SP-25 PROJECT SIGNS: The Contractor shall furnish and erect a project sign on site for the duration of construction. The sign shall be erected, maintained, relocated as necessary and removed by the Contractor.

The project sign shall be placed:

- At a location designated by the City's Representative
- Within the road right-of-way
- To be highly visible
- At a position which will not obstruct pedestrian or vehicular traffic
- At a location where they will not be a roadside hazard
- The bottom of the signs shall be a minimum of five feet above grade
- Signs shall be horizontally and vertically level

Project sign construction

- Constructed of wood or metal
- Size of sign shall be eight feet horizontal and four feet vertical
- Sign posts shall be min. 4"x4" Pre-treated wood and shall extend to the top of the sign
- Sign shall be constructed of such material to withstand the effects of weathering throughout the construction of the project

Project sign content

- Project name
- Project cost
- Either or both City Commissioners / County Commissioners
- Engineer-of-Record
- Contractor

- Either or both the City logo / County logo and associated color format

The Contractor shall submit a draft of the sign format electronically to the City for review and approval prior to sign face fabrication. The sign and its location shall be reviewed and approved by the City Project Manager prior to erection.

SP-26 GROUND-BREAKING / RIBBON-CUTTING CEREMONY: The Contractor may be required to provide refreshments for a Ground-Breaking ceremony prior to the start of construction and a Ribbon-Cutting ceremony upon completion of the project. The amount of refreshments shall be based upon fifty attendees for each of these two ceremonies.

SP-28 CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

SP-29 ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS: The Bidder shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

SP-30 PAYMENT ADJUSTMENT: The following will apply: This Contract will *not* provide for fuel or other payment adjustments due to increase in material costs during the life of the contract.

SP-31 LICENSE(S) REQUIREMENT: Certified General Contractor **OR** Certified Underground Utilities Contractor.

SP-32 CITY'S STATUS: The City shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The City has the authority as follows:

1. To stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
2. To reject all work which does not conform to the Contract.
3. To resolve questions which arise in the execution of the work.
4. To stop work whenever materials or shop drawings have not been approved prior to placement.

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

SP-33 CRITERIA FOR AWARD: The award of this bid shall be to the lowest responsive, responsible bidder who meets or exceeds the minimum requirements of these specifications. Other consideration(s) of award may be local business status, similar projects in scope and size, references, and equipment list. Any unfavorable references may be cause to deem bidder non-responsive.

The City reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

END OF SPECIAL PROVISIONS

TECHNICAL SPECIFICATIONS & CONDITIONS

ATTACHMENT "B" ADDITIONAL SPECIFICATIONS DATED 5/16/2016

- TS-01:** Section: 01 100-0 Summary of Work pages 1-5 dated 5/16/2016
- TS-02:** Section 32 18 23.01 Natural Playing Field Construction pages 1-10 dated 5/16/2016
- TS-03:** Section 32 18 23.06 Natural Turf Field Irrigation System pages 1-21 dated 5/16/2016

END OF TECHNICAL SPECIFICATIONS

SUBSTITUTION REQUEST FORM

Substitution requests shall be made up to ten (10) days prior to the opening of the bids on the Substitution Request Form included in this section.

CONTRACT AWARD

DATE: _____

TO: _____

PROJECT: _____

We hereby submit for your consideration the following product instead of the specified item for the above project:

DRAWING SPEC. _____ SECT. NO. _____ PARAGRAPH _____

SPECIFIED ITEM _____

Proposed
Substitution: _____

Attach complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

Fill in the blanks below.

1. Does the substitution affect dimensions shown on the Drawings?
Yes _____ No _____ If yes, indicate changes.

2. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by requested substitution?
Yes _____ No _____ If no, fully explain.

3. What affect does substitution have on other Contracts or other trades?
4. What affect does substitution have on the Construction Schedule?
5. Manufacturer's Warranties of the proposed and specified items are:
_____ Same _____ Different (explain on attachment).
6. Reason for request: _____

7. Itemized comparison of specified item (s) with the proposed substitutions; list significant variations:

8. Designation of maintenance requirements and sources:

(Attach additional sheets if required.)

ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE

_____ Accepted _____ Accepted as noted

Undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by:

Signature

Title

Print Name

Date: _____

Firm

Telephone

Address

Email

CERTIFICATE OF EQUAL PERFORMANCE: (For Use by Landscape Architect)

_____ Accepted _____ Accepted as noted
_____ Received too late

Remarks: _____

Signature shall be by person having authority to legally bind his firm to the above items. Failure to provide legally binding signature will result in retraction of approval.

INSURANCE REQUIREMENTS

WORKERS COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

COMPREHENSIVE GENERAL LIABILITY: Occurrence from required. Aggregate must apply separately to this Contract/job. Minimum \$3,000,000 each occurrence; \$6,000,000 general aggregate; \$6,000,000 products and completed ops; and \$100,000 damage to rented premises.

BUSINESS AUTOMOBILE LIABILITY: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this agreement.

ENVIRONMENTAL / POLLUTION LIABILITY: NA

GENERAL REQUIREMENTS: The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy and Auto Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. 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, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

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.

WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees 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 their 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, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

POLICY FORM:

1. 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, shall name the City of North Port as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port.

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:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage 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.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. 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 of North Port 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.
6. 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 retentions to which such policies are subject, whether or not the City of North Port is an insured under the policy.
7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are 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.
8. 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. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

Bidders should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review

Required Forms Sections

Vendors/Contractors that omit required forms fail to complete them per instructions may be considered for disqualification.

These forms are required and should be submitted with all bids. If it is determined that forms in this section are not applicable to your company, then you should return the form with your bid and mark N/A across the form in large letters. There is no need to return the Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications and Sample Contract with your bid package.

BIDDER CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

PLEASE INCLUDE THIS CHECK LIST WITH YOUR SUBMITTAL:

ITEM #	SUBMITTAL	BIDDERS RESPONSE		
		INCLUDED		
		YES	NO	N/A or OTHER
1	Bidder has completed, signed and/or notarized all required and included this checklist with bid submittal			
2	State of Florida Registration: Proposer shall be registered with the State of Florida to perform the professional services required for this proposal. A copy of Registration <u>must</u> be included with submission. If Other, explain on a separate sheet.			
3	Bid Form: Totals provided and signed by Binding authority			
	Acknowledge addenda signed by Binding authority			
	Bid Schedule: Completed (entered an amount in every line item) signed by Binding Authority Including Exhibit "B"			
4	Statement of Organization: completed, signed and notarized			
5	References: Completed and signed			
6	Conflict of Interest: Completed and signed			
7	Equipment and Source of Supply/Subcontractors: Completed			
8	• 'Affidavit Claiming 'Local Business' OR			
	• 'North Port Local Business' OR			
	• If neither 'X-through the documents'			
11	Drug-Free Workplace (If Applicable): Completed and signed			
	Florida Trench and Safety Affidavit (If Applicable): Completed and signed			
12	Public Entity Crime Information: Completed, signed and notarized			
13	Non-Collusive Affidavit: Completed, signed and notarized			
14	No Lobbying Affidavit: Completed, signed and notarized			
15	Bid Bond (Attached)			
16	Number of Originals: 1 (signed)			
17	Number of copies: 1 (signed)			
18	USB Flash Drive: One (1) electronic version in Portable Document Format (PDF) or Flash Drive containing the entire submittal.			
19	Insurance Certificate and Performance and Payment Bond: Bidder has reviewed all the insurance requirements and is able to provide a certificate with declaration and Performance and Payment Bond within ten (10) days of award.			
20	Credit Cards Does your company accept Credit Card Payments			
21	LABEL FOR SEALED BID: RFB NO. 2016-47 Butler Park Multi Use Sports Field Renovations City of North Port Purchasing Division Alla V. Skipper, CPPB, Contract Specialist 4970 City Hall, Suite 337 North Port, Florida 34286			

BID FORM

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

CONTRACTOR LICENSE #: _____ FEID #: _____

To the City Commission of the City of North Port pursuant to and in compliance with your notice inviting sealed bids (Invitation to Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the Contract documents, local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services and design of certain items necessary to perform the Contract and complete in a workmanlike manner, all of the work required in connection with the construction of said work all in strict conformity with the plans and specifications and other Contract documents for the prices hereinafter set forth.

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this submittal is made without collusion with any person, firm, or corporation; and he/she proposes and agrees, if the proposal is accepted, that he/she will execute a Contract with the City in the form set forth in the Contract documents and that he/she will accept in full payment thereof the following prices, to wit:

SUB TOTAL LUMP SUM BID PRICE EXHIBIT "A" SITE DEMO

(TYPE/PRINT) \$ _____ (NUMERIC)

SUB TOTAL LUMP SUM BID PRICE EXHIBIT "A" SITE DEVELOPMENT

(TYPE/PRINT) \$ _____ (NUMERIC)

SUB TOTAL LUMP SUM BID PRICE EXHIBIT "A" PLAYING FIELDS

(TYPE/PRINT) \$ _____ (NUMERIC)

SUB TOTAL LUMP SUM BID PRICE EXHIBIT "A" LANDSCAPING

(TYPE/PRINT) \$ _____ (NUMERIC)

COMPANY NAME: _____

SIGNATURE: _____

This page must be completed and submitted
ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

SUB TOTAL LUMP SUM BID PRICE EXHIBIT "A" UTILITIES

(TYPE/PRINT) \$ _____ (NUMERIC)

TOTAL LUMP SUM BID PRICE EXHIBIT "A"

(TYPE/PRINT) \$ _____ (NUMERIC)

TOTAL LUMP SUM BID PRICE EXHIBIT "A" OPTION 1 TIFWAY 419

(TYPE/PRINT) \$ _____ (NUMERIC)

TOTAL LUMP SUM BID PRICE EXHIBIT "A" OPTION 2 SPRIGGING TIFWAY 419

(TYPE/PRINT) \$ _____ (NUMERIC)

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **NINETY (90) DAYS** from the date of the official bid opening.

COMPANY NAME: _____

SIGNATURE: _____

This page must be completed and submitted
ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

SUMMARY OF PAY ITEMS

Preparation of Bid Schedules: Bidders **must** use this Bid Schedule. All blocks in the Bid Schedule **must** be filled in legibly and correctly in ink. *Bidder should not reference the words “No Charge, N/A, included, dash, etc.” in any of the blocks. Bidder must identify a monetary amount for each UNIT PRICE line item and the extended price. If bidder is not providing a bidder verified UOM, QTY, UNIT PRICE and EXTENDED Price on an item, zero (0) must be designated on that line item. Failure to identify a monetary amount in any of the UNIT PRICE line items will cause bidder to be deemed non-responsive and bid response be rejected.* In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.

****BIDDER VERIFIED UOM, QUANTITY and UNIT PRICE columns MUST be completed, if any line item left blank bidder will be deemed non-responsive.** *(Bidder shall verify all quantities in the schedule of values. All quantities shall be stated in the BIDDER VERIFIED UOM and QTY column EVEN if they agree with the engineer’s estimated quantities). Failure to provide requested information will cause the bidder to be deemed non-responsive.*

EXHIBIT “A” BID SCHEDULE (SITE DEMO) Butler Park Multi-Use Sports Field Renovations							
ITEM NO.	ITEM DESCRIPTION	UOM	ENG EST QTY	**BIDDER VERIFIED UOM	**BIDDER VERIFIED QTY	**UNIT PRICE	EXTENDED PRICE
00-0	Mobilization	LS	1				
00-1	Concrete Road Removal	SF	1,600				
00-2	Tree Removal	EA	18				
00-3	Dugout Structure & Concrete Slab Removal	EA	6				
00-4	Batting Cage Fencing Removal	EA	2				
00-5	Bleacher Slab and Covered Building Removal	EA	6				
00-6	Storage Bins (Conc. Walls) Removal	EA	2				
00-7	Scoreboard Removal	EA	3				
00-8	Flag Pole Removal	EA	1				
00-9	12” x 18” RCP Removal	LF	210				
00-10	12” PVC Removal	LF	200				
00-11	8” PVC Removal	LF	150				
00-12	20” x 30” RCP Removal	LF	190				

NAME AND TITLE OF PERSON AUTHORIZED TO BIND: _____
(PLEASE PRINT)

00-13	Storage Building & Misc. Concrete Removal	LS	1				
00-14	Maintenance Building Removal	LS	1				
00-15	Observation Building Removal	LS	1				
00-16	Handicap Parking (Concrete Slab) Removal	SF	600				
00-17	Dumpster Concrete Slab Removal	SF	450				
00-18	6' Chain Link Fence Removal	LF	1,460				
00-19	20' Chain Link Fence Removal	LF	193				
00-20	Power Pole Removal (Coordination with FPL)	LS	1				
00-21	Sports Lighting Removal	EA	13				
00-22	Concrete Control Structure Removal	EA	1				
00-23	Perimeter fence Removal	LF	200				
00-24	Irrigation System Removal	LS	1				
	Subtotal Site Demo						

NAME AND TITLE OF PERSON AUTHORIZED TO BIND: _____
(PLEASE PRINT)

Exhibit "A" BID SCHEDULE (Site Demo) must be completed and submitted

EXHIBIT "A"							
BID SCHEDULE (Site Development)							
Butler Park Multi-Use Sports Field Renovations							
ITEM No.	ITEM DESCRIPTION	UOM	ENG EST QTY	**BIDDER VERIFIED UOM	** BIDDER VERIFIED QTY	** UNIT PRICE	EXTENDED AMOUNT
00-0	Mobilization	LS	1				
00-1	Clearing and Grubbing	AC	16				
00-2	Site Imported of Clean Fill	CY	15,800				
00-3	Erosion Control Silt Fence	LF	3,350				
00-4	Concrete Dumpster-Per City Requirements	LS	1				
00-5	Type "F" Curb-Per FDOT Standards	LF	284				
00-6	Type "D" Curb-Per FDOT Standards	LF	326				
00-7	3' Wide Concrete Sidewalk-3,000 PSI	SF	464				
00-8	5' Wide Concrete Sidewalk-3,000 PSI	SF	1,395				
00-9	8' Wide Concrete Sidewalk-3,000 PSI	SF	6,560				
00-10	4" Concrete Bleacher Pad-3,000 PSI	SF	672				
00-11	ADA Detector Mats	EA	6				
00-12	Handicap Sign & Poles	EA	8				
00-13	Concrete Wheel Stops	EA	68				
00-14	Concrete (Fixed) Bollards	EA	5				
00-15	Concrete (Removable) Bollards	EA	3				
00-16	Parking Lot Painting-Standard Parking Striping	LF	160				
00-17	Parking Lot Painting-Arrows	EA	6				
00-18	Parking Lot Painting-Stop Bars & Stop Sign (R1-1)	EA	2				
00-19	Parking Lot Painting-Handicap Striping (ADA)	EA	8				

ITEM No.	ITEM DESCRIPTION	UOM	ENG EST QTY	** BIDDER VERIFIED UOM	** BIDDER VERIFIED QTY	** UNIT PRICE	EXTENDED AMOUNT
00-20	Grass Parking Area Compaction	LS	1				
00-21	Type "C" Storm Inlet-Per FDOT	EA	9				
00-22	Type "D" Storm Inlet-Per FDOT	EA	4				
00-23	Concrete Water Control Structure	EA	1				
00-24	Yard Drain Inlet (ADA Complaint)	EA	11				
00-25	4" ADS N-12 Solid Pipe	LF	579				
00-26	4" ADS Bend	EA	3				
00-27	6" ADS N-12	LF	10				
00-28	12" ADS N-12 Solid Pipe	LF	469				
00-29	15" ADS N-12 Solid Pipe	LF	357				
00-30	4" (PVC) Cleanout (Screw on Tops)	EA	7				
00-31	6" (PVC) Cleanout PVC (Screw on Top)	EA	1				
00-32	Stormwater Sand Filter System	LF	225				
00-33	6" Directional Bore-DR-11 Pipe	LF	153				
00-34	12" x 18" ERCP Pipe	LF	352				
00-35	14" x 23" ERCP Pipe	LF	192				
00-36	19" x 30" ERCP Pipe	LF	280				
00-37	19" x 30" Concrete Mitered End Sections	EA	4				
00-38	Asphalt Parking Lot	LS	1				
00-39	Land Surveying Stake Out & As-Builts	LS	1				
00-40	Finish Grading	AC	16				
	Sub Total Site Development						

NAME AND TITLE OF PERSON AUTHORIZED TO BIND: _____
(PLEASE PRINT)

Exhibit "A" BID SCHEDULE (Site Development) must be completed and submitted

EXHIBIT "A" BID SCHEDULE (Playing Fields) Butler Park Multi-Use Sports Field Renovations							
ITEM No.	ITEM DESCRIPTION	UOM	ENG EST QTY	** BIDDER VERIFIED UOM	** BIDDER VERIFIED QTY	** UNIT PRICE	EXTENDED AMOUNT
00-0	Mobilization	LS	1				
00-1	Irrigation Booster Pump & Controller (Reclaim)	LS	1				
00-2	Hunter Irrigation Heads	EA	144				
00-3	4" PVC Main Line CL 200 (purple pipe)	LF	4,146				
00-4	2" PVC Lateral Line SCH 80 (purple pipe)	LF	7,096				
00-5	4" x 3" PVC Reducer	EA	1				
00-6	4" PVC TEE	EA	5				
00-7	4" Gate Valve (Manual) Brass	EA	16				
00-8	4" 45 Degree (PVC) Bend	EA	28				
00-9	6' x 4" Tapping Sleeve W/Meter (CNPU)	LS	1				
00-10	2" Quick Coupler With Valve Box	EA	15				
00-11	Remote Control Valve Assembly W/ Valve Box	EA	15				
00-12	4" RPZ (CNPU)	EA	1				
00-13	2" PVC Sleeve Under Pavement (Grey)	LF	85				
00-14	Irrigation Bubbler Main Line	LF	2,240				
00-15	Landscape Tree Bubblers	EA	41				
00-16	Root Zone Material (80/20 Blend) U.S.G.A./ Peat	CY	1,945				
00-17	Relocate Existing Irrigation Communication System	LS	1				

NAME AND TITLE OF PERSON AUTHORIZED TO BIND: _____
(PLEASE PRINT)

ITEM No.	ITEM DESCRIPTION	UOM	ENG EST QTY	** BIDDER VERIFIED UOM	** BIDDER VERIFIED QTY	** UNIT PRICE	EXTENDED AMOUNT
00-18	Irrigation Controller (48 STA.) Lighting Protection	EA	1				
00-19	Reclaim Signs	EA	10				
00-20	Netting System 180LF Per Field	LF	720				
	Sub Total Playing Fields						

EXHIBIT "A" BID SCHEDULE (Landscaping) Butler Park Multi-Use Sports Field Renovations
--

ITEM No.	ITEM DESCRIPTION	UOM	ENG EST QTY	** BIDDER VERIFIED UOM	** BIDDER VERIFIED QTY	** UNIT PRICE	EXTENDED AMOUNT
00-0	Mobilization	LS	1				
00-1	Bald Cypress-Tree	EA	6				
00-2	Live Oak-Tree	EA	22				
00-3	Southern Magnolia-Tree	EA	3				
00-4	Red Maple Tree	EA	10				
00-5	Wax Myrtle-Shrub	EA	100				
00-6	Indian Hawthorne-Groundcover	EA	255				
00-7	Cypress Mulch (Grade B or Better)	CF	1,000				
00-8	Bahia Sod-(Weed Free)	SF	360,222				
	Sub Total Landscaping						

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

**Exhibit "A" BID SCHEDULE (Playing Fields) must be completed and submitted
and
Exhibit "A" BID SCHEDULE (Landscaping) must be completed and submitted**

EXHIBIT "A" BID SCHEDULE (Utilities)
Butler Park Multi-Use Sports Field Renovations

ITEM No.	ITEM DESCRIPTION	UO M	ENG EST QTY	**BIDDER VERIFIED UOM	** BIDDER VERIFIED QTY	** UNIT PRICE	EXTENDED AMOUNT
00-0	Mobilization	LS	1				
00-1	Land Surveying (Stake-Out & As-Builts)	LS	1				
00-2	6" SDR-26 PVC Sewer Pipe	LF	115				
00-3	6" Cleanout Assembly	EA	3				
00-4	6" x 6" TEE PVC	EA	1				
00-5	6" x 4" Reducer PVC	EA	1				
00-6	4" 90 Degree Bend PVC SDR-26	EA	1				
00-7	4" SDR-26 PVC Sewer Pipe	LF	22				
00-8	1" x 1-1/2" Reducing Flange	EA	1				
00-9	1-1/2" Type R Copper Water Service	EA	1				
00-10	1" Water Meter W/ Meter Box (NPUC)	LS	1				
00-11	1-1/2" RPZ Assembly	EA	1				
00-12	1-1/2" PE DR-9 Water Line	LF	185				
00-13	1-1/2" x 1-1/2" TEE	EA	1				
00-14	¾" Gate Valve W/Box-Traffic Bearing	EA	1				
00-15	¾" Reducer	EA	1				
00-16	½" PE DR-9 Water Line	LF	84				
	Sub Total Utilities						

NAME AND TITLE OF PERSON AUTHORIZED TO BIND: _____
 (PLEASE PRINT)

Exhibit "A" BID SCHEDULE (Utilities) must be completed and submitted

Exhibit "A" Options "Field Turf" Butler Park Multi-Use Sport Field Renovations							
ITEM No.	ITEM DESCRIPTION	UOM	ENG EST QTY	**BIDDER VERIFIED UOM	** BIDDER VERIFIED QTY	** UNIT PRICE	EXTENDED AMOUNT
00-00	TIFWAY 419	SF	315,000				
00-01	Sprigging TIFWAY 419 Bermuda	SPAC	8.676				

NAME AND TITLE OF PERSON AUTHORIZED TO BIND: _____
(PLEASE PRINT)

Exhibit "A" OPTIONS (Field Turf) must be completed and submitted

EXHIBIT "B"

CHANGE ORDERS AND OPTIONAL/ADDITIONAL EXPENSES

CHANGE ORDER PROCEDURES: Contractor shall submit Potential Change Orders (PCO) based on the bid unit prices from Exhibit "A" and Exhibit "B" of this Quote. Each Potential Change Order (PCO) shall include all labor, materials, permits, equipment, machinery, transportation, delivery, subcontractor pricing and mark-up, tools and incidentals necessary for completion of the work.

- Labor Rate is defined as a per hour price which includes all related overhead costs.
- A fixed percent mark- up based on Exhibit "B" shall be assessed for all materials purchased.
- A fixed percent mark- up based on Exhibit "B" shall be assessed for all subcontracted work, Professional and Testing submittals and or special needs equipment and rental equipment.

Contractor shall provide competitively priced subcontracted work, materials and/or equipment Itemized subcontractor estimates are required with the contractor's estimate and shall include subcontractor name, scope of work performed.

Detailed by labor, materials, equipment and permits as may be applicable.

The City reserves the right to verify any information submitted for a PCO and/or seek additional information regarding Contractor's and subcontractors' qualifications to perform the proposed work. The contractor agrees to provide such information relating to his qualifications as may be requested by the City.

OPTIONAL/ADDITIONAL EXPENSES: Expenses incurred by the Contractor as a result of the completion of additional tasks requested by the City which were not included in the construction documents described above and will be billed to the City at the rates described in Exhibit "B" and according to the Bid Cost Schedule:

Exhibit "B" instructions

Bidders are to complete the hourly rate price schedule for construction equipment, transport equipment, support equipment manpower.

Also include a percentage of **10% or less** for contractor fee over total cost, Contractor's mark up over Subcontractors' Cost, materials markup over invoice price, subcontractor's markup over invoice price and emergency repair markup over total cost of regular repair. Contractors insurance and bond percentage **shall not exceed 2%**.

REVISIONS AND ADDITIONAL SERVICES: Any revisions, changes or alterations to previously approved design work, or services performed outside the Scope of Services as outlined will be billed at the hourly rates listed below. Contractor will submit cost estimates to the Architect/Engineer of record and the City prior to initiating any additional services. The Change Order must be approved by the City prior to any work starting.

THIS PAGE 1 of 3 MUST BE COMPLETED AND RETURNED WITH BID

Construction Equipment

Compact Excavator	\$ _____
Small Excavator	\$ _____
Large Excavator	\$ _____
Rubber Tire Backhoe Loader	\$ _____
Small Loader	\$ _____
Large Loader	\$ _____
Dozer	\$ _____
Roller	\$ _____
Tractor w/Box Blade or Broom	\$ _____
Crane	\$ _____
_____	\$ _____

Transport Equipment

½ ton Pickup	\$ _____
¾ ton Pickup	\$ _____
1 ton Pickup	\$ _____
Lube/Fuel Truck	\$ _____
Lowboy Tractor w/trailer	\$ _____
Dump Truck	\$ _____
Mechanic Truck	\$ _____
_____	\$ _____

Support Equipment

Plate Compactor/Jumping Jack	\$ _____
Trailer	\$ _____
Air Compressor	\$ _____
Jack Hammer	\$ _____
Trench Box	\$ _____
Steel Plates	\$ _____
3" Pump w/Hoses	\$ _____
4" Pump w/Hoses	\$ _____
6" Pump w/Hoses	\$ _____
8" Pump w/Hoses	\$ _____
WellPoint Equipment (excludes pump)	\$ _____
Small Generator	\$ _____
Test Pump	\$ _____
Pipe Saw/Chain Saw	\$ _____
Pipe Laser/Transit	\$ _____
Cement Mixer	\$ _____
Concrete pump	\$ _____
_____	\$ _____

**THIS PAGE 2 of 3 MUST BE COMPLETED AND RETURNED WITH BID
Manpower & Equipment Hourly Rates**

Project Manager/Estimator	\$ _____
Superintendent	\$ _____
Foreman	\$ _____
Operator/Driver	\$ _____
Pipe Layer/Skilled Laborer	\$ _____
Laborer	\$ _____
Mechanic	\$ _____
Electrician	\$ _____
Vehicle	\$ _____
_____	\$ _____

Markup

Contractor Fee over total cost (labor & materials)	_____ %
Contractor 's Mark-up over Subcontractor's Cost	_____ %
Materials Mark-up over Invoice Price	_____ %
Subcontractor's Markup over invoice Price	_____ %
Emergency Repair Markup over Total Cost of Regular Repair	_____ %
Contractor Insurance	_____ %
Contractor Bond	_____ %
_____	_____ %

COMPANY: _____

SIGNATURE: _____

THIS PAGE 3 of 3 MUST BE COMPLETED AND RETURNED WITH BID

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the bid price.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

BID BOND AND PERFORMANCE/PAYMENT BOND

BID BOND: ACCOMPANYING THIS PROPOSAL IS _____
(insert: "cash", "bidder's bond", or "certified check", as the case may be) in an amount equal to at least 5% of the total amount of the bid, payable to the City of North Port. Cashier's checks will be returned to all bidders after award of bid.

The undersigned deposits the above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the contract documents accompanied by the required labor and material and faithful performance bonds with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City's reasonable attorneys' fees incurred with or without suit.

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned 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 a certified copy of the Bond shall be furnished to the Purchasing Division at the time of the pre-construction meeting.

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "City of North Port".

COMPANY NAME: _____

SIGNATURE: _____

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

REFERENCES

REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name, phone number and e-mail of a contact person, project amount (s), and completion date. The City reserves the right to contact references. (Attach additional sheets, if required.)

1. Business/Customer Name: _____

Name of Contact Person: _____ Position _____

E-mail: _____ Telephone# _____

Project Description/Location: _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Completion Date: _____

2. Business/Customer Name: _____

Name of Contact Person: _____ Position _____

E-mail: _____ Telephone# _____

Project Description/Location: _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Completion Date: _____

3. Business/Customer Name: _____

Name of Contact Person: _____ Position _____

E-mail: _____ Telephone# _____

Project Description/Location: _____

Contract Price \$ _____ Contract Price at Completion of the Project \$ _____

Completion Date: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

This page must be completed and submitted

STATEMENT OF ORGANIZATION

Name of Business: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

Mailing Address (If applicable): _____

Phone: _____ Fax: _____

E-Mail: _____

Name/Title of person authorized to bind: _____

Signature: _____

Are you registered with the State of Florida Department of State? Yes or No

If yes, what is your State document number? _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2016, by _____
who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

This page must be completed and submitted

EQUIPMENT LIST

Equipment is located at: _____

The following is a listing of your equipment, inclusive of manufacturer, year and condition. Condition shall be listed in accordance with the following scale: **1-Excellent; 2-Good; 3-Fair; 4-Poor.** (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned (If leased, date of expiration)

SOURCE OF SUPPLY FORM

The following sources of supply shall be used for the **Butler Park Multi-Use Fields**. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUPPLIER(S)

- 1. _____
- 2. _____
- 3. _____
- 4. _____

COMPANY NAME: _____

SIGNATURE: _____

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

The following subcontractors shall be used for the **BUTLER PARK MULTI-USE SPORTS FIELD RENOVATIONS**. If bidder does not have a subcontractor, insert "to be determined." When determined, selection will be subject to City approval. All subcontractors are subject to City approval. (If not applicable, state N/A).

Subcontractor Name	Subcontract to Whom	Work Description	Total Amount Sublet	Percent of total contract

Subcontractor Name	Address	Contact Name	Contact Number	Contact email

COMPANY:

PRINT NAME/TITLE:

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE.

CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

- I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)

- I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

- An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

- Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

- None of The Above

PART II:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any bidders whose conflicts are not waived or exempt.

COMPANY NAME: _____

SIGNATURE: _____

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

**AFFIDAVIT
Claiming Status as a LOCAL BUSINESS**

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM LOCAL BUSINESS STATUS****

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached proposal;

AND

2. I am fully informed respecting the operation and employees of the Bidder;

AND

3. I affirm that the Bidder has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is _____

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port. If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

State of Florida
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida
Print Name: _____
Commission No: _____

This page to be returned ONLY if Contractor is claiming a Local Business Status.

AFFIDAVIT
Claiming Status as a North Port Local Business

****CONTRACTOR MUST MEET ALL 4 REQUIREMENTS BELOW TO CLAIM NORTH PORT BUSINESS STATUS****

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached bid;

AND

2. I am fully informed respecting the operation and employees of the Bidder;

AND

3. I affirm that the Bidder has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this bid, from which the Bidder operates or performs business. The qualifying local address is

AND

4. I affirm that at least fifty percent (50%) of the Bidder's employees are residents of the City of North Port.

If requested by the City, the bidder will be required to provide documentation substantiating the information given in this affidavit. City of North Port reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Any bidder that misrepresents its status as a local business or North Port local business shall be barred from receiving any City contracts for a period of three (3) years.

State of Florida
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida
Print Name: _____
Commission No: _____

This page to be returned ONLY if Contractor is claiming a North Port Local Business Status.

PUBLIC ENTITY CRIME INFORMATION

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

I, _____, being an authorized representative of the Respondent _____, Located at: _____ City: _____ State: _____ Zip Code: _____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: _____
Telephone #: _____ Fax #: _____
Federal ID #: _____

State of Florida
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida
Print Name: _____
Commission No: _____

THIS PAGE MUST BE SUBMITTED

NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

who, being first duly sworn, deposes and says that:

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

Signed, sealed and delivered this _____ day of _____, 20____.

By: _____

(Printed Name)

(Title)

State of Florida
County of _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____ who is personally known to me or has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida
Print Name: _____
Commission No: _____

COMPANY NAME: _____

SIGNATURE: _____

This page must be completed and submitted
ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

DRUG FREE WORKPLACE FORM

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that _____ does:

(Company Name)

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

As the person authorized to sign the statement, I certify that Respondent complies fully with the above requirements.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Signature

Print Name

Date

This page must be completed and submitted

ALL BID PAGES MUST BE EXECUTED BY A CORPORATE/BINDING AUTHORITY & NOTARIZED WHERE APPLICABLE

SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT
(Complete if applicable)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with Bid No. _____ for the construction of _____
2. This Sworn Statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ (PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of _____ with the above entity.
4. The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Section 553.60-55.64, Trench Safety Act, and OSHA Standard.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the County and ENGINEER, and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated \$ _____ per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures: _____
7. The undersigned has appropriated \$ _____ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures: _____
8. The undersigned, in submitting this Bid, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

Authorized Signature/Title

Sworn to and subscribed before me
this _____
(date)

Notary Public Signature

(Notary Seal)

My Commission Expires: _____

LOBBYING CERTIFICATION

“The undersigned hereby certifies, to the best of his or her knowledge and belief, that”:

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2016 _____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

- (a) No City 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 either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.
- (b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 2016.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 2016, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of _____
Print Name: _____
Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH BID

**“SAMPLE”
CONTRACT (SUBJECT TO CHANGE)**

This **Contract** (“Contract”) is made this **xxth day of March, 2016**, by and between the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, hereinafter referred to as the “City” and **CONTRACTORS, INC.**, a Florida corporation, xxx Smith Avenue, Sarasota, Florida 13698, 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 his/her 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 shall be solely responsible for all duties under this Contract, including, but not limited to, the techniques, sequences, procedures and means, and for all coordination of the work.

The Contractor assumes full responsibility for acts, negligence, or omissions of all his/her 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. 2016-47**, including the plans, specifications, and addendums and with the bid proposal submitted by the Contractor.

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 RFB, 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. 2016-47**, including the plans, specifications, and addendums, and Contractor’s response to RFB, are specifically made a part of this Contract and are incorporated 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. 2016-47) Approved by Commission on xx/xx/2016, and any attachments

2. Second, Request for Bid, including any and all attachments and addenda

3. Third, Contractor's response to this solicitation.

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 Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

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; EMAIL: patkins@cityofnorthport.com.**

6. Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Agreement. 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 and the Contractor \$XXXXXXXXXX.

The **CONTRACT PRICE is DOLLARS AND CENTS (\$xxxx)**.

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 F.S. §255.05(11). Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. ch. 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 **(180) 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 **(150) 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 his/her obligations under the Contract. The Contractor shall complete the items on the punch list to the satisfaction of the City within thirty (30) 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 thirty (30) 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 **One Hundred Dollars and Zero Cents (\$100.00)** 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. PERFORMANCE AND PAYMENT BOND:

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.

BOND REQUIREMENTS:

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 following minimum conditions are met:

The Surety Company:

- a. is licensed to do business in the State of Florida;
- b. holds a certificate of authority authorizing it to write surety bonds in this state;
- c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
- e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.
- f. 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;
- g. 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. WORKERS COMPENSATION: The Contractor shall procure and maintain during the life of this Contract Worker's Compensation insurance for all his 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 Worker's 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.

In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his 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 \$1,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

B. 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 shall be no less than \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage. The City of North Port shall be named as an additional insured.

C. 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. The City of North Port shall be named as additional insured.

SPECIAL REQUIREMENTS: City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy, and the Business Automobile Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. 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.

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.

WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these polices that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their 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, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

POLICY FORM:

1. 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, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.

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:

a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b. Be endorsed to state that coverage 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.

4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

5. 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.

6. 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 retentions to which such policies are subject, whether or not the City is an insured under the policy.

7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are 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.

8. 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. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

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. Signed affidavits of payment will also be required by the City from any and all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with F.S. §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;
7. The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.
8. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.
9. 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 Agreement, and are not waived by final payment and/or acceptance.

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 do 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 F.S. §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 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 _____
City of North Port _____
4970 City Hall Blvd. _____
North Port, Florida 34286 _____
Tel: 941.429.7041 _____
Fax: 941.423.7195 _____

As to CONTRACTOR

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed 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 as required herein. 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.

19. 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.

20. PARAGRAPH HEADINGS:

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

21. 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.

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date first above written.

CITY OF NORTH PORT, FL

Attest: _____
_____, City Clerk, MMC

By: _____
Jonathan R. Lewis, ICMA-CM, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Mark Moriarty, City Attorney

CONTRACTOR

By: _____

Witness: _____

Print

Title