

City of North Port



Request for Bid No. 2020-39 2019 LIFT STATION REHABILITATION PROJECT



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



NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BID NO. 2020-39
2019 LIFT STATION REHABILITATION PROJECT

The City of North Port is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified Contractor capable of providing construction services in accordance with the specifications and drawings to construct the City of North Port 2019 Lift Station Rehabilitation Project in its entirety.

NON-MANDATORY PRE-BID MEETING: JANUARY 29, 2020, AT 10:00 AM
4970 CITY HALL BOULEVARD, ROOM 302, NORTH PORT, FLORIDA
34286

BID OPENING: FEBRUARY 19, 2020, 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

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 specifications are posted on the City FTP site at http://apps.cityofnorthport.com/ftpinfo/dnld_form.aspx (go to the drop down box, select Purchasing and scroll to Project RFB No. 2020-39); 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 Keith Raney, Contract Administrator II, at 941.429.7103. Requests 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 **FEBRUARY 12, 2020, 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 DATES: JANUARY 17, 2020

- Herald Tribune

PUBLISH DATES: JANUARY 17, 2020

- www.cityofnorthport.com & www.demandstar.com

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“THIS IS A ‘SAMPLE CONTRACT’ ISSUED FOR INFORMATIONAL PURPOSES ONLY AND AS SUCH IS SUBJECT TO CHANGE”

ATTACHMENTS:

- 1A. Technical Specifications (191 Pages)
- 1B. Pump Station Detail Plan (Two Pages)
- 1C. Bid Form (1 page, also available in Excel format)

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately.

We, the undersigned, have declined to submit a bid on the requested Request for Bid **2020-39 LIFT STATION REHABILITATION PROJECT**

- 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 ADDRESS: _____

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; 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: Prior to submission of a bid form, bidders shall carefully examine the General

Terms and Conditions, Special Conditions, 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 effect 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 Purchasing to determine if addenda were issued.

Examination of site: Prior to submitting a bid form, each bidder may 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 check with their bid in the amount of NOT LESS THAN 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. Cashier's checks will be returned to all bidders after award of bid.

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 firms 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 of each bidder and total bid price of each bidder** read aloud within the 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 who fulfills all criteria and specifications with consideration to favorable references 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.

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 does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to 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 Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

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

Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.**
6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

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:

(12) 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:

(b) 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:

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.
- f. 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.**

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 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 bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, 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. NONEXCLUSIVE 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 WORKERS: The City 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 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. 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.

37. 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.

38. PAYMENT: One (1) original requests for payment must be submitted to the City of North Port on a form approved by the City. In lieu of the hard copies of the pay request submittal, scanned signed digital files of the requests for payments may be submitted as an attachment to an e-mail. Each pay request must be accompanied by written consent of the surety, when applicable, and 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(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 his/her 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. The 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 and 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, the surety does not object, and the City has retained adequate coverage for the project through the achievement of Final Completion.

39. 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.

40. DBE 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.

41. 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.

42. 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.

43. 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.

A. SCRUTINIZED COMPANIES:

B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

44.

C. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and

2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

45. LOCAL PREFERENCE: Bidder may claim 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 **OR** North Port 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 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 and North Port 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 and North Port 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 and North Port 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 and North Port 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.

- 46. CONFLICTS OF INTEREST – CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS:** The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.
- 47. RELEASE OF LIENS:** The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, her indebtedness incurred by the Contractor in connection with this project have been paid in full.

END OF SECTION I

SECTION II. 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.

The intent of the Technical Specifications and Contract Drawings is to describe a complete project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the City and the Contractor. They may be altered only by addendum or change order approved by the City.

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, 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.

1.2.7 The words "furnish," furnish and install," "install," and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service."

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, forty-eight (48) 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.

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.

2.2 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.

2.3 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 provides additional information for ongoing scheduling requirements associated with this Contract.

2.4 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.

2.5 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: If required for the project, the Contractor will be furnished a universal serial bus flash drive and four (4) signed and sealed building permit 11"x17" copies of the Plans, Technical Specifications, General and Special Provisions. Additional signed & sealed copies, if needed to obtain permits for 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 at his own expense; or, the Contractor may request additional full-size hardcopy of the plans for a cost of \$50.00 for each set of plans. Check shall be written out to North Port Utilities (NPU) and brought to Utilities' Field Office in exchange for plans.

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 reasonably 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:

- 3.1.3.1** Permits from Agencies as required by law
- 3.1.3.2** Change Orders
- 3.1.3.3** Contract Documents, General Provisions and Special Provisions in that order
- 3.1.3.4** Technical Specifications
- 3.1.3.5** Construction Plans
 - 3.1.3.5.1** Dimensions given in figures govern scaled dimensions.
 - 3.1.3.5.2** Detail drawings govern over general drawings.
 - 3.1.3.5.3** Addenda/Change order drawings govern over Contract documents.
- 3.1.3.6** FDOT Roadway and Traffic Design Standards, January, latest edition (if applicable).
- 3.1.3.7** FDOT Standard Specifications, for Road & Bridge Construction, latest edition (if applicable).
- 3.1.3.8** North Port Utilities Standard Details and Specifications

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 has the authority to:

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

3.1.6.2 Reject all work that does not conform to the Contract.

3.1.6.3 Resolve questions that arise in the execution of the work.

The City's Representative has the authority to:

3.1.6.4 Reject all work that does not conform to the Contract.

3.1.6.5 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 utilize 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 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 a 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 shall be borne by the Contractor.

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.

The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor.

As the work progresses, the Contractor shall keep on the job at all times an English-speaking Supervisor, 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 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. 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 by the Contractor 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 obtain and 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:

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

If none of the previous methods are agreed upon, the Contractor, provided he/she receives an order as above, 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, some equitable deductions 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 negligence by the City or 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 the City, 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 the City, in its judgement, finds 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:

- 3.1.25.1** Defective Work not remedied.
- 3.1.25.2** Claims filed or evidence indicating probable filing of claims.
- 3.1.25.3** Failure of the Contractor to make payment properly to Subcontractors or for material/labor.
- 3.1.25.4** A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 3.1.25.5** Damage to another Contractor
- 3.1.25.6** 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 shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City or City's Engineer of Record and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City or City's Engineer of Record to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. City or City's Engineer of Record may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.

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.

Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the City, City's Representative, or Engineer to reject defective Work, material or equipment; or, Work, material or equipment not in conformance with the requirements of the Contract Documents.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the City.

All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor.

The Contractor shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon his Work.

- The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power in regard to terminating any subcontract that the City may exercise over the Contractor under any provisions of the Contract Documents.
- The City, City's Representative, or Engineer will not undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.

- If in the opinion of the City, City's Representative, or Engineer, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

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.

3.1.41.1 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.

3.1.41.2 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 National Committee on Uniform Traffic Control and Devices (NCUTCD) standards established by the Federal Highway Commission and the 2016 (or most current) FDOT Standards for Traffic Control Through Work Zones 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, or other project specific, 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, or other project specific, 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, or other applicable project specific, investigation, it will be done at his/her expense, prior to bidding. Limited Subsurface, or other project specific, reports for this project are available through NPU.

If the Contractor has elected not to make subsurface, or other project specific, 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. Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required; provided, however, the time prescribed therefore may be extended by the City.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

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.

3.2 Storage of Materials

3.2.1 Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract.

3.2.2 Contractor is not entitled to payment for same except for those materials which in City's discretion are properly stored and are going to be installed or incorporated into the construction of the Project within thirty (30) days of delivery to the construction site.

3.2.3 The storage facilities and methods of storing shall meet City's approval and shall be in accordance with manufacturer's recommendations, or City will not be obligated to pay for same.

3.2.4 Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by Contractor at its expense.

3.2.5 City may at its discretion require material to be stored in an air-conditioned location.

3.2.6 Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:

3.2.6.1 An applicable purchase order is provided listing the materials in detail and identifying the Contract Documents, by name, with verification that the total value of the purchase order amount reconciles with the corresponding application for payment stored materials line item value.

3.2.6.2 Evidence that proper storage security is provided.

3.2.6.3 The City is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.

3.2.6.4 The Contractor and/or its Subcontractor have provided insurance for the Stored Materials against loss, damage (from whatever source), or disappearance, including loss or theft prior to incorporation into the Work. By execution of the Contract, Contractor releases City from any responsibility for Stored Materials and assumes all liability for and risk of loss or damage, by whatever means, including City's alleged negligence, regardless of whether the City has paid for said Stored Materials.

3.2.7 Once any Stored Material is paid for by City, it shall not be removed from the designated storage area except for incorporation into the Work or upon subsequent written approval by City.

3.2.8 No Applications for Payment shall be submitted nor payments made based on the value of materials stored at locations other than the Project, unless otherwise approved in writing by the City.

3.2.9 It is further agreed between the parties that the transfer of title and the City's payment for any Stored Material pursuant to the Contract Documents shall in no way relieve the Contractor of the responsibility for providing and installing such material in accordance with the requirements of the Contract Documents.

- 3.2.10** The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the City either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.
- 3.2.11** In the event stored materials which City is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment.

END OF SECTION II

SECTION III. SPECIAL PROVISIONS

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

The Contract Documents comprise the entire agreement between City and Contractor concerning the work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the project. The work specified 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-02 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.

Equipment incapable of providing this will not be acceptable for use on this Project. 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.

SP-03 CONSTRUCTION SCHEDULE: The work will be substantially complete within 210 calendar days with final completion within 30 calendar days after attaining Substantial Completion as established by the City. The date for **Final Completion** of the Project shall be established as **240 calendar days after** Notice to Proceed.

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

SP-04 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:

A telephone list specifying the name, address, office phone number and cell phone numbers of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract any survey work that may be required, the Contractor 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 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 and approval from the City.

- 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.
- The Contractor shall submit to the City a list of equipment the Contractor proposes to utilize on this project.
- 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.
- The Contractor shall also submit all other materials or mix designs, which will be used by the Contractor for this Contract.

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

The Contractor 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-05 PROGRESS MEETING: For this project, progress meetings shall be bi-weekly. The Contractor shall designate a representative to attend Progress Meetings held at the North Port Utilities Field Office, 6644 West Price Boulevard, North Port, Florida. The Contractor shall submit, at each meeting, up-to-date schedule information, a written projected schedule for the next two weeks, written claims for additional compensation, written claims for weather days to extend the Contract, results of all testing and Value Engineering Proposals. The City will use the updated schedule information to monitor the Contractor's production rate. Upon written notice from the City, the Contractor 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. Contractor may request progress meetings be on a different schedule than bi-weekly provided the City can confirm work is proceeding expeditiously. City may require a return to bi-weekly progress meetings at any time.

SP-06 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 bid prices, the costs to protect, and/or support, all above ground, overhead and 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. 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-07 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 not more than **240 calendar days after** Notice to Proceed; subject only

to delays caused through no fault of the Contractor or acts of God. Time is of the essence in the performance of this Contract. The contract time includes up to fourteen (14) calendar days for City and/or City's Engineer of Record review of each submittal and resubmittal. There shall be no extension of time provided for modification and corrections or re-submittals to address deficiencies therein identified during the review by the City and/or City's Engineer of Record.

The work will be substantially complete within 210 calendar days; with final completion within **30 calendar days** after attaining Substantial Completion as established by the City. City shall provide the Contractor with a listing of items to be corrected or completed (punch list) after Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet his/her obligations under the Contract. The Contractor shall complete all items on the punch lists to the satisfaction of the City prior to submittal of the application for final payment.

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

SP-08 PROJECT COMPLETION: Project final completion shall be defined as "the stage in the progress of the Work where the Work is complete in accordance with the Contract Documents so that the City can begin to utilize the Work for its intended use, all punch list items are complete, and the Contractor has completely demobilized from the project area." Project final completion shall not be more than **240 calendar days**.

SP-09 LIQUIDATED DAMAGES: The work shall be completed within the contract time as required by SP-08 "PROJECT COMPLETION." 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 Completion when it has determined that the work identified in the contract has been completed per SP-08 "PROJECT COMPLETION."

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not completed within the contract time as required by SP-07 "Contract Time". It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **THREE HUNDRED SEVENTY TWO(\$372.00)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither 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 Completion of the work.

For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the City will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the City may have granted the Contractor or, in case of his default, the surety shall pay to the City, not as a penalty, but as liquidated damages, in the amount of **\$372.00** per calendar day in which work is not completed.

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

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

In the case of default of the Contract and the completion of the work by the City, the Contractor and his surety are

liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the final completion of the City's performance of the work due to any unreasonable action or delay on the part of the City.

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

SP-10 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, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

SP-11 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.

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

Correction of safety concerns will be given priority and 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 Provisions and/or Technical Specifications shall result in the Contractor being considered in default and subject to suspension of this contract.

SP-12 SAFETY AND PROTECTION:

A. 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:

- i. All employees on the work and other persons or organizations who may be affected thereby.
- ii. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site.

B. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of person or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

C. 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).

D. No open excavations are allowed on 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.

E. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of

accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by Contractor to City.

SP-13 CHANGES IN THE WORK: The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work will be an **amendment 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.

Contingency: 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 result, 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.

Value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lumpsum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.
4. By Change order executed by CityManager
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 and also under 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.

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

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

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

subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

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

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

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

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

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

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

The City will pay for all permit fees determined by the Building Department and the City of North Port Public Works Department. For this project, Right of Way (ROW) permit(s) will be required. The City will make payment directly to the Neighborhood Development Services Department for any miscellaneous fees assessed for the necessary permits and related inspections. Additional or re-inspection fees shall be paid for by the Contractor. Pressure testing the system shall be paid for by the Contractor. Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

SP-18 NOTICE-OF-INTENT (NOI): If necessary, 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-19 SPECIFICATIONS AND PLANS: 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/>.

SP-20 CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor has, by careful

examination, satisfied himself as to the nature and locations of the work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

SP-21 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-22 ROAD/LANE CLOSURE: No road closures are allowed. A lane closure request must be submitted in writing five (5) business days in advance of the requested lane closure. The time and length of closure(s) shall be approved by the City of North Port. The Contractor shall provide a Maintenance of Traffic (MOT) Plan for the requested lane closure(s) for review and approval by the City of North Port.

SP-23 MAINTENANCE OF TRAFFIC: The contractor shall be responsible for all maintenance of traffic and obtaining approval of a Maintenance of Traffic (MOT) Plan from the City for work within the ROW of any City Road. The Contractor shall maintain traffic at all times during construction.

SP-24 DEWATERING: The Contractor shall request approval from the City of North Port Project Manager before applying for a permit from the Southwest Florida Water Management District.

SP-25 PRIVATE PROPERTY: 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 obtain 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 that the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement to the City, the City will direct the Contractor in writing to immediately cease using such property.

Prior to application for final payment, the Contractor 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.

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

SP-26 RESIDENTS CONCERNS: During the work of this Contract, residents may contact the City to question the progress of the work or express concerns regarding the work. These concerns are responded by City's Utilities Department, but normally the Contractor will have more detailed information on the actual scheduling of the work or corrective measures required. Therefore, the Contractor will provide a telephone number and email address where City's Utilities Department can fax or email inquiries. The Contractor shall respond to these inquiries within two (2) business days detailing how the inquiry will be addressed and the time frame the Contractor will take in addressing this inquiry. City's Utilities Department will maintain a log of inquiries, which will be reviewed at each progress meeting.

SP-27 TESTING: Any and all testing requirements born out of, but not limited to contract requirements and permits, for the installation of utility piping, including but not limited to, pressure testing, will be included in the Contractor's bid price. Testing shall include all utilities installed as part of the work of these Contract Documents. Testing will be arranged in advance with an independent testing firm (also included in the bid price) for the testing of concrete and compaction. The City requests to be notified three (3) business days in advance of any test in order to have a City representative and the Engineer of Record, if required, present. Where less time for notice is specified in the specifications or plans, this special provision shall prevail.

SP-28 MISCELLANEOUS ITEMS: Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous items or accessory is an essential part, and shall be approved by the City's Engineer of Record before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

SP-29 SOURCES OF WATER FOR TESTING, CLEANING, AND OTHER CONSTRUCTION PURPOSES: Reclaimed water piping pressure and flow testing and flushing may be done with reclaimed water. All Contractors' connection(s) to the City reclaimed water supply shall allow the City to meter the amount of reclaimed water used in testing, flushing, and other miscellaneous purposes during construction, etc. The Contractor is responsible for obtaining meter(s) and associated appurtenances, and paying all appropriate fees/deposits. Contractor shall not use any water until meter is installed. The actual reclaimed water used will be provided at no cost to the Contractor by Utilities. Any fees/deposits due back to the Contractor will be returned after the project is completed and the meter is removed.

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

SP-30 POTABLE WATER AND WASTEWATER FORCE MAIN OVER-DEPTH AND PLACEMENT: Potable water mains and wastewater force mains shall be installed with a minimum of thirty-six (36") inches of cover over the pipe. Any required over-depth, whether shown on the plans or not, will be considered to be incidental to the main installation and no additional compensation will be made therefore.

SP-31 PRE-INSTALLATION VIDEO: No construction shall take place prior to the City's acceptance of the Pre-Installation Video. The video shall thoroughly capture the intended work area as outlined in the Contract Documents. The Pre-Installation Video will be used to protect all parties involved in the project.

SP-32 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. Unused tools and equipment shall be stored at the Contractor's yard or base of operations for the project. When the contract work involves ROWs, private property, roadways, private driveways or access roads, easements and sidewalks, and any site work that may impede pedestrian

or vehicular traffic while the installation work is in progress, the Contractor shall backfill, grade, compact, and otherwise restore the area to the basic condition which existed prior to work in order to allow vehicular and pedestrian use. All areas should be restored to their original design grade to facilitate drainage.

SP-33 CONNECTION TO EXISTING POTABLE WATER AND WASTEWATER FORCE MAIN(S): The connections to the existing potable water and wastewater force mains shall be paid at the contract bid price per each which shall include the cost of connection, satisfactory coordination of utility construction, labor, material, equipment and all other associated appurtenances required to complete the project in accordance with the Contract Documents. Tie-ins to existing main(s) shall be coordinated with City Utilities.

It shall be the express responsibility of the Contractor to connect his Work to each part of the existing work or of work previously installed as required by the Drawings and Specifications to provide a complete installation.

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

SP-34 MAINTENANCE OF FLOW: It is the Contractor's responsibility to maintain the flow of the existing potable water, wastewater force mains, and lift stations during the construction. Maintenance of flow is considered incidental to the work and shall be done at no additional cost to the City.

SP-35 CITY RIGHT-OF-WAY RESTORATION: The ROW restoration includes all procedures to restore the ROW to a condition equal to or better than the original condition to the satisfaction of the City. The Contractor shall be responsible for restoration of items including but not limited to existing structures, stabilized roads, and ground areas damaged during construction.

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

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

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

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

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

SP-37 MATERIALS, EQUIPMENT, PRODUCTS, AND SUBSTITUTIONS: Materials, equipment and products incorporated

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

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

No substitute shall be ordered or installed without the written approval of the City who shall be the judge of equality.

Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

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

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

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

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

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

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

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

SP-40 MANUFACTURER'S LITERATURE: Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to

National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

SP-41 BRAND NAMES: Brand names where used in the technical specifications, are intended to denote the standard of quality and performance required of the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the City's Engineer of Record, as the material or product so specified. The City's Engineer of Record must approve proposed equal items before they are purchased or incorporated in the Work.

SP-42 RECORD DRAWINGS: The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Record Drawings shall list all equipment removed from existing facilities. These shall be available to the City, City's Representative, City's Engineer of Record, and to the State of Florida Department of Environmental Protection (FDEP), and shall be delivered by him to the City upon completion of the Project. It shall be used for this purpose only. Final payment will not be made until receipt and approval by the City of Record Drawings.

SP-43 RECORD DRAWINGS CERTIFICATION: The certification statement shall be as follows:

"I hereby certify that the as-built location information of the water and wastewater facilities shown on these drawings conforms to the Minimum Technical Standards for Land Surveying in the State of Florida, chapter 5J-17.052 (Florida Administrative Code), as adopted by the Department of Agriculture and Consumer Services, Division of Consumer Services, Board of Professional Surveyors and Mappers in 2010, and that said as-builts are true and correct to the best of my knowledge and belief as surveyed under my direction."

SP-44 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 Pipe Pressure Test, Concrete, and Compaction Tests);
- Record Drawing requirements have been accepted and approved by the City and all other governmental agencies, if applicable;
- All associated equipment and facilities necessary for the reliable operation of the project are complete in accordance with contract requirements; and,
- All release of liens have been submitted and are satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

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

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

SP-47 TERMINOLOGY: Throughout the Contract Documents, references to City or Owner shall, where appropriate,

refer to the City of North Port, a municipal corporation of the State of Florida. References to Utilities Department and North Port Utilities refer to the City of North Port's Utilities Department and are used interchangeably. References to Engineer or "Resident Project Representative" may, where appropriate, refer to either the City's Engineer of Record for the Project or to the City's Utilities Engineering Manager.

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

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

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

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

SP-50 QUALIFICATIONS/REFERENCES: Contractor shall submit a minimum of four (4) recent (**within the past five (5) years**) references of projects of similar size and scope.

- One (1) of the four (4) references shall be directly applicable to the lift station rehabilitations or similar project.
- Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date.

The Contractor/Subcontractor qualification requirements include the following criteria:

- Successful completion of utility relocations during roadway construction or similar project.

The City reserves the right to contact references. Bidder is referred to MINIMUM QUALIFICATIONS AND REFERENCE FORM included later herein. Please provide accurate telephone and e-mail address for contact person.

SP-51 LICENSE(S) REQUIREMENT: Certified General Contractor OR Certified Underground Utilities Contractor.

SP-52 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-53 CRITERIA FOR AWARD: The award of this bid shall be to the overall lowest responsive, responsible bidder in whole or in part by Lift Station whichever is determined to be in the best interest of the City, meeting the requirements of the specifications and provisions set forth herein. Other consideration(s) of award shall be

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 SECTION III

SECTION IV. 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.

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 \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.

COMPREHENSIVE GENERAL LIABILITY: Occurrence form required. Aggregate must apply separately to this Contract/job. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage. The city is to be name additionally insured.

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.

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.

A. Special Requirements:

1. **Occurrence Basis:** All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

2. **Additional Insured:** All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Division, **shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insureds** as their interest may appear under this Contract. This MUST be written in the description of operations section of the insurance certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

Certificates of Insurance: All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (. 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

1. minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
2. Premiums and Deductibles: The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the City is an insured under the policy. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
3. Waiver of Subrogation: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

B. POLICY FORM

- i. All policies, required by this Agreement, with the exception of Professional Liability and 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 Agreement. 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.
- ii. Insurance requirements itemized in this Agreement, and required of the Contractor, shall be provided by or in behalf of all Subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to Subcontractors.
- iii. Each insurance policy required by this Agreement shall:
 1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 2. 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.

- iv. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
- v. 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 Agreement.
- vi. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement 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.
- vii. 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.

Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the agreement 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.

Applicants / 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

END OF SECTION IV

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.

- 1. Carefully read and become familiar with the Instructions to Bidders, General Provisions, Special Conditions and Technical Provisions, Permits, Inspections Reports, Surveys and Insurance Requirements.
- 2. Fill out and sign **Bid Form (acknowledge addenda, bond information, subcontractors and suppliers, if applicable).**
- 3. Fill out **Bid Price Schedule (unit prices must be filled in every block).** Excel Spreadsheet, do not PDF on USB Drive.
- 4. Fill out and sign the **Statement of Organization** and have it properly notarized.
- 5. Provide **State of Florida Registration (<http://www.sunbiz.org/search.html>)**
- 6. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- 7. Fill out and sign the **Conflict of Interest Form**
- 8. Fill out the **Reference Form**
- 9. Fill out and Sign the **Vendor Drug Free Workplace Form.**
- 10. Fill out and Sign the **ONE (1) of the Local Preferences, if applicable, Read Completely**
- 11. Fill out and sign **Public Entity Crime Information**
- 12. Fill out and sign **No Lobbying Affidavit**
- 13. Provide **USB drive** (pdf of submittal and excel spreadsheet of Bid Price Schedule)
- 14. Fill out and sign the **SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT**
- 15. Fill out, sign and notarize the **Scrutinized Company Certification Form**
- 16. Provide **any additional documentation requested** within the Bid Document.
- 17. Provide **BID BOND with Bid Packet. Use the City of North Port Form.**
- 18. **Submit ONE (1) Original AND ONE (1) Copy of submittal.**
- 19. **CREDIT CARDS** Does your company accept Credit Card Payments? (Credit card payments will be processed upon the City's inspection and acceptance of goods/services and receipt of invoice for payment. The City will not pay fees for credit card transactions).
 YES NO
- 20. Clearly mark the sealed bid with the **BID NUMBER AND BID NAME** on the outside of the package.

City of North Port
Finance Department/Purchasing Division
Keith Raney, Contract Administrator II
4970 City Hall, Suite 337
North Port, Florida 34286
RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

BID FORM
(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

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, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance Requirements, Bid Form, Permit Fees, Plan Revisions, Plans, grants, geotechnical reports and any other documentation for: RFB #2020-39 **2019 LIFT STATION REHABILITATION PROJECT** and further agrees to furnish all items listed on the attached Bid Form in accordance with the Lump Sum line items as indicated on the bid schedule form submitted. The above specified documents are herein incorporated into the BidForm.

The undersigned as bidder, declares that the only persons or parties interested in this submittal 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:

TOTAL BID PRICE:

_____ \$ _____
(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.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

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	
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. When supplying a bid bond please use the attached bid bond form.

Note: Failure to submit a bid bond will be cause for rejection 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”.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

BID SCHEDULE - SUMMARY OF PAYITEMS
(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

It is understood that the estimated summary of pay item quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Contractor's compensation shall be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

Preparation of Bid Schedules: Contractor MUST use the bid schedule below (DO NOT RECREATE THIS FORM). All blank spaces in the Bid Form must be filled in legibly. *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 (unless the unit price is "x" out by the City). If bidder is not providing a bid price for 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 may 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.

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
LIFT STATION REHABILITATION					
2	Lift Station #8			SUBTOTAL	
a.	Demolish and core existing valve vault	1	LS		
b.	Discharge piping, fittings and valves replacement	1	LS		
c.	Pump installation, including new discharge elbows	1	LS		
d.	Remove and replace guide rails	1	LS		
e.	Wetwell lining	1	LS		
3	Lift Station #16			SUBTOTAL	
a.	Demolish and core existing valve vault	1	LS		
b.	New pump installation, including discharge elbows	1	LS		
c.	Discharge piping, fittings and valves replacement	1	LS		
d.	Remove and replace guide rails	1	LS		
e.	Wetwell lining	1	LS		
4	Lift Station #25			SUBTOTAL	
a.	Remove and replace access cover to wet well	1	LS		
b.	Pump installation, including new discharge elbows	1	LS		
c.	Demolish and core existing valve vault	1	LS		
d.	Discharge piping, fittings and valves replacement	1	LS		
e.	Wetwell lining	1	LS		
5	Lift Station #40			SUBTOTAL	
a.	Demolish and core existing valve vault	1	LS		
b.	Pump installation, including new discharge elbows	1	LS		
c.	Discharge piping, fittings and valves replacement	1	LS		
d.	Remove and replace guide rails	1	LS		
e.	Wetwell lining	1	LS		
6	Lift Station #42			SUBTOTAL	

RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

a.	Demolish and core existing valve vault	1	LS		
b.	Pump installation, including new discharge elbows	1	LS		
c.	Discharge piping, fittings and valves replacement	1	LS		
d.	Remove and replace guide rails	1	LS		
e.	Wetwell lining	1	LS		
7	Lift Station #82			SUBTOTAL	
a.	Demolish and core existing valve vault	1	LS		
b.	Pump installation, including new discharge elbows	1	LS		
c.	Discharge piping, fittings and valves replacement	1	LS		
d.	Wetwell lining	1	LS		
8	Lift Station #89			SUBTOTAL	
a.	Pump installation, including new discharge elbows	1	LS		
b.	Discharge piping replacement	1	LS		
c.	Wetwell lining	1	LS		
9	Lift Station #90			SUBTOTAL	
a.	New pump installation, including discharge elbows	1	LS		
b.	Discharge piping replacement	1	LS		
c.	Wetwell lining	1	LS		
1	Mobilization/Demobilization (shall not exceed five percent (5%) of the sub-total of bid of Items 2-9)			SUBTOTAL	
TOTAL:					

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

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 AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **2020-39 2019 LIFT STATION REHABILITATION PROJECT**. 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).

SUBCONTRACTOR(S)
(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

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

SUPPLIER(S)

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

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

QUALIFICATIONS AND REFERENCES
(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

The Bidder (Company) shall have been in **COMMERCIAL CONSTRUCTION BUSINESS WITH EXPERIENCE** in projects involving waste water collection infrastructure or other similar structures. Bidder shall demonstrate successful completion of a minimum of four (4) projects completed within the past five (5) years of similar size and scope to the **2019 LIFT STATION REHABILITATION PROJECT**.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

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

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Contract Period: FROM _____ TO _____

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

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

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

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

Contract Period: FROM _____ TO _____

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

Date: _____

Signed (*Person authorized to bind the company*): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

STATEMENT OF ORGANIZATION

(Information Sheet for Transactions and Conveyances Corporation Identification)

The following information will be provided to the City of North Port for incorporation in legal documents. It is; therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Company Name _____

Telephone # _____ **E-Mail** _____ **Fax #** _____

Main Office Address _____

City _____ **State** _____ **Zip Code** _____

Address of Office Servicing City of North Port, if different than above: SAME AS ABOVE

Office Address _____

City _____ **State** _____ **Zip Code** _____

Telephone # _____ **E-mail** _____ **Fax #** _____

Name & Title of Firm Representative _____

Federal Identification Number: _____

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

(Please Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No
Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 20___, 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: _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

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.

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

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 #: _____ E-mail: _____

State of _____

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: _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

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)

**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**.
{THIS PAGE MUST BE COMPLETED AND SUBMITTED}

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.
(THIS PAGE MUST BE COMPLETED AND SUBMITTED)**

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: _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

Scrutinized Company Certification Form

Company Name: _____

Authorized Representative Name and Title: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

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

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

CHOOSE ONE OF THE FOLLOWING

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

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

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

State of _____
 County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ who is personally known to me or who has produced _____ as identification.

 Notary Public

Solicitation/Contract/PO Number (Completed by Purchasing): _____

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)

LOBBYING CERTIFICATION

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

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2020 _____, 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 _____, 2020.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 2020, 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 COMPLETED AND 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: _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

CITY OF NORTH PORT

BID BOND

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

KNOW ALL BY THESE PRESENTS, that _____, authorized by law to do business as a _____ contractor in the State of Florida, as Principal, and _____, a Corporation chartered and existing under the laws of the State of _____, as Surety, with its principal offices in the City of _____, and authorized to do business in the State of Florida, and in accordance with Section 255.051, Florida Statutes, are held and firmly bound unto the City of North Port, Florida, in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by the City of North Port, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents. The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated _____, for (_____ 2019 LIFT STATION REHABILITATION, RFB 2020-39 _____).

NOW, THEREFORE, if the Principal shall withdraw said bid prior to the date of opening the same, or shall within 10 days after the prescribed forms are presented to him for signature enter into a written Contract with City of North Port, Florida, in accordance with the bid as accepted and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith or, in the event of failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies provided the latter amount to be excess of the amount specified in said bid, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN THE WITNESS WHEREOF, the above written parties have executed this instrument under their several seals dated _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness as to Principal:

(By)

(Principal) (SEAL)

Witness as to Surety:

Printed Name

(Surety's Name) (SEAL)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

CITY OF NORTH PORT

PERFORMANCE AND PAYMENT BOND

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

BOND NO.:

BOND AMOUNT:

_____ \$ _____

CONTRACTOR NAME:

PRINCIPAL ADDRESS:

PRINCIPAL PHONE NO.:

SURETY COMPANY NAME:

SURETY AGENT:

PRINCIPAL ADDRESS:

PRINCIPAL PHONE NO.:

CITY NAME:

PRINCIPAL ADDRESS:

City of North Port, Florida
4970 City Hall Boulevard
North Port, Florida 34286

CITY CONTACT PHONE NO.:

(941) _____

CONTRACT NO.: (if applicable)

PROJECT ADDRESS:

(if applicable)

DESCRIPTION OF PROJECT:

(if applicable)

DESCRIPTION OF

IMPROVEMENT:

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

WHEREAS, Contractor has by written agreement dated _____, entered into a contract with City for _____

In accordance with drawings and specifications prepared by _____

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

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

1. Performs the Contract dated _____, between Contractor and City for construction of **2019 LIFT STATION REHABILITATION, RFB 2020-39**, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract; and
3. Pays City all losses, damages, expenses, costs, and attorney’s fees, including appellate proceedings, that City sustains because of a default by Contractor under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

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

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

In witness whereof, the said Contractor and Surety have signed and sealed this instrument

this

(date)

Principal

By:

As President

(SEAL)

Surety

By:

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

Telephone No: _____

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

Telephone No: _____

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

This Contract (“Contract”) is made this _____ day of _____, **2020**, by and between the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, hereinafter referred to as the “City” and XXXXXXXX, a Florida limited liability company, ADDRESS, CITY, Florida ZIP CODE, 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 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. 2020-39, including the plans and specifications, addendums and with the proposal submitted by the Contractor and on file with the City. The foregoing Request For Bid (RFB), specifications, and proposal submitted by the Contractor, are hereby specifically made a part of this Contract and are incorporated herein.

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

C. Incorporation of Bid Documents: The **Request For Bid No. 2020-39**, 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. 2020-39) Approved by Commission, 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 Section 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.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, e-mails 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; E-MAIL: publicrecordsrequest@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 \$XXX

The **CONTRACT PRICE** is XXXXXX-XXX (\$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 **240 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 completed within **210 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 twenty-eight (28) additional calendar days of the issuance of the Final Punch List or Notice of Substantial Completion, whichever is later,

and prior to submittal of the application for reduction of retainage or final payment. Any cost incurred by the City (i.e. inspection time) after the twenty-eight (28) calendar day period shall be charged to the Contractor.

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not substantially completed within the Contract time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **(\$372.00)** 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. BOND REQUIREMENTS:

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

- B. Performance and Payment Bond:** The Contractor shall provide a Performance and Payment Bond, in the form prescribed in Florida Statutes Section 255.05 in the amount of one hundred percent (100%) of the Contract amount, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the Surety Company:
1. Is licensed to do business in the State of Florida;
 2. Holds a certificate of authority authorizing it to write surety bonds in this state;
 3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
 4. Is otherwise in compliance with the provisions of the Florida Insurance Code;
 5. Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
 6. A current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and

7. With an underwriting limitation of at least two times the dollar amount of the contract.

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

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

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 AND EMPLOYERS' LIABILITY INSURANCE (PER CHAPTER 440, FLORIDA STATUTES):

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. For additional information contact the Department of financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the 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 damage to rented premises. 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.

D. ENVIRONMENTAL / POLLUTION LIABILITY: Required when dealing with any substance as defined and regulated per Florida Statutes 487. Pollution Liability is generally excluded from most General Liability policies. A separate Pollution Liability policy is required with minimum limits of \$100,000 each occurrence and \$300,000 general aggregate. Occurrence form required.

SPECIAL REQUIREMENTS: The Commercial General Liability, AND Business Auto policies shall name the "City of North Port", a Florida municipality, as an "additional insured." This MUST be written in the description of operations section of the insurance certificate, even if there is check-off- box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense. 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 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, 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 retention 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 the 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.

F. Termination with or without Cause. The performance of work under the Agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. The Contractor will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the City make any payment to the Contractor for services that have not been performed or that are performed subsequent to the termination date.

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. In the event the Contractor begins work on unauthorized changes to scope prior to receiving a signed Change Order by the City Manager or designee, the Contractor does so at its own expense and risk as unauthorized work shall not be paid for by the City.

The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under this Contract.

15. EQUAL EMPLOYMENT OPPORTUNITY:

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

16. NON-DISCRIMINATION:

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to 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 the City: Michael Acosta, P.E. Utilities Engineering Manager
City of North Port Utilities Department
 6644 W Price Blvd.
 North Port, Florida 34291
 Tel: 941.240. 8013
 Fax: 941.240.8022
 E-Mail: macosta@cityofnorthport.com

With copies of notices

and demands sent to: City of North Port, Florida
 City Attorney's Office
 4970 City Hall Boulevard
 North Port, Florida 34286
northportcityattorney@cityofnorthport.com

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.

21. GOVERNING LAW, VENUE AND SEVERABILITY:

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

22. PARAGRAPH HEADINGS:

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

23. ENTIRE AGREEMENT:

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

ATTEST:

CITY OF NORTH PORT, FLORIDA

HEATHER TAYLOR, INTERIM CITY CLERK, MMC

PETER D. LEAR, CPA, CGMA, CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

AMBER L. SLAYTON, CITY ATTORNEY

CONTRACTOR:

WITNESS:_____

By:_____
SIGNATURE

PRINT NAME AND TITLE



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4870 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



January 28, 2020

ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

DUE DATE February 19, 2020

City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)

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 bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: ADVANCOAT is dedicated to providing solutions to all types of corrosion issues. I was reviewing the plans and specifications, and a corrosion resistant coating is required. have attached our brochure that details some of the work we perform. We would like to work together with you on any upcoming projects that require any protective coating.

1A: This project doesn't seem to comport with the items in the brochure.

2Q: Relating to cost, is there an engineer's estimate available for this project?

2A: Engineer's estimate of probable cost is \$225,000.

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.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.

End of Addendum No.1



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4870 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



January 30, 2020

ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

DUE DATE February 19, 2020

City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)

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 bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: The bid sheet doesn't show anything for concrete slabs or by passing?

1A: Items such as concrete slabs and bypass pumping should be included within the bid items shown on the bid form.

2Q: What is the engineer's estimate?

2A: The engineer's estimate was included in Addendum 1, \$225,000.

3Q: What is the City supplying per station?

3A: This is noted in the Summary of Work in the Project Manual by station.

4Q: Any particular manufacturer does the City prefer for the base elbows?

4A: The City is standardized on Flygt pumps so the elbows should be from Flygt as well.

5Q: When the City gets its base cells from the manufacturers do you flanges to go along with it?

5A: The Contractor will need to provide the necessary items to ensure that the station functions as designed. The City is not specifically aware of flanges associated with base elbows. Stainless steel plates need to be installed with the base elbows as noted in the Summary of Work in the Project Manual.

6Q: Could you include the bypass requirements?

6A: Specific bypass requirements are not required. The City requires that bypassing is completed to ensure that wastewater is contained within the system, the system is not significantly surcharged and that the wastewater is pumped downstream of the bypassed station.

7Q: What are the horsepower of the existing pumps?

7A: The following are the existing pump horsepower (hp) rating by station:

LS #8 – 15 hp

LS #16 – 5 hp

LS #25 – 20 hp

LS #40 – 11 hp

LS #42- 20 hp

LS #82 – 88 hp

LS #90 – 6.5 hp

8Q: Are we doing a site visit?

8A: **A site visit is scheduled for February 7, 2020 starting at 9:00 am. Meet at North Port Utilities 6644 W Price Blvd, North Port, FL 34291. No questions will be answered during the site visit. Please send all questions to purchasing@cityofnorthport.com.**

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.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173

E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.2



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4870 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



February 3, 2020

ADDENDUM 3

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

DUE DATE February 19, 2020

SEE ATTACHED SECTION 336020 STANDARD LIFT STATIONS

011000 SUMMARY WORK 2-3-20 LS 12 REHAB

City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)

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 bid are issued to modify, and/or clarify the bid 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 bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: What is the head pressure for some of these stations?

1A: Lift station 8, 16, 12 & 25 pressures are 20psi.

LS 40, 42, and 90 are 45psi

And LS 82 is 50psi

2Q: What is the max head pressure?

2A: LS 82 is 50psi

3Q: Are all the stations gravity fed or are there force mains going to any of the stations?

3A: LS 82 has 4 other pump stations that pump to it. (Master station)

LS 25 has 3 pump stations that pump into it.

LS 8 has 3 pump stations that pump into it.

LS 12 has 4 pump stations that pump to it.

LS 16, 40, 42, and 90 do not have other stations pumping to them.

4Q: What are the specifications that this job needs to follow? I see that the details are Collier County. Do we go with City of North Port specifications or for some reason do I need to go with Collier County specifications? Please advise.

4A: All the specs for the project are in the project manual. The lone exception is the tech spec for the wet wells for LS 12.

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.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173

E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.3

SECTION 336020

STANDARD LIFT STATIONS

PART 1 - GENERAL

1.1 SCOPE

- A. This specification provides the requirements for design and installation of wastewater pumping stations.

1.2 GENERAL

- A. The following specification is intended for use for the design, selection of materials and construction of a standard submersible sewage pump lift station and all appurtenances. Design and construction shall comply with the applicable design and installation requirements as established by the Florida Department of Environmental Protection (FDEP), Florida Administrative Code (FAC), and the most recent edition of "Recommended Standards for Wastewater Facilities (Ten States Standards)", as applicable. The lift station shall meet the requirements of the FDEP Permit if applicable. The specifications herein state the minimum requirements of City of North Port Utilities (NPU).

A permanent by-pass pump, Telemetry Control Unit (TCU), above ground valves, are items that are part of all standard lift stations. The standard lift station has optional capabilities such as an odor control system and Variable Frequency Drives (VFDs).

- B. GENERAL SPECIFICATIONS: Units described shall be new, unused, and of the current year's production.
- C. WORK INCLUDED: The Contractor shall, unless specified otherwise, furnish all labor, materials, equipment, tools and all other associated appurtenances, necessary to do the work required under the contract to include but not limited to unloading, hauling, and distributing all pipe, fittings, valves and appurtenances. The Contractor shall also remove any surfacing as required; excavate the trenches and pits to the required dimensions; construct and maintain all required traffic control; sheet, brace, and support the adjoining ground or structures where necessary; handle all drainage or ground water; provide barricades, guards, and warning lights; lay and test the pipe, valves, fittings and appurtenances; backfill and consolidate the trenches and pits; maintain all surfaces over the trench until surface restoration is completed; restore the surfaces

unless otherwise stipulated; remove surplus excavated material; and clean the site of the work. The Contractor shall also furnish all labor, materials, equipment, tools and all other associated appurtenances required to rearrange sewers, conduits, ducts, pipes, or other structures encountered in the installation of the work.

- D. LOCATION OF THE WORK: The location of the work is as shown in the Contract Documents. The accessibility to the work sites shall vary, as the lift station may be located in landscape areas, utility easements, residential and/or commercial backyards, and various other locations. Damage to existing pavement surfaces, base courses and/or other surface improvements as a result of the Contractor's activities shall be restored to like-new condition by the Contractor as provided for in the contract bid documents. The Contractor shall implement all required measures to provide NPU personnel and equipment with complete access to all work site areas during the entire course of performing this project.
- E. COORDINATION OF THE WORK: The Contractor shall be responsible for the satisfactory coordination of the construction of the force mains with other construction and activities in the area. Delays in work resulting from lack of such harmony shall not in any way be a cause for extra compensation by any of the parties.
- F. RESPONSIBILITIES
1. Notice to Residents: NPU shall be responsible for notifying affected residents by the means of door hangers, mailings and/or all other appropriate means to alert residents at various times of the different phases of the construction of the standard lift station. The notifications shall indicate the various work activities that the Contractor will be performing on their street and what they can expect as far as service outages, disruption of traffic, access inconvenience, unusual odors and other activities affecting residents.
 2. Licenses and Permits: The Contractor shall be responsible for obtaining all licenses, permits, authorizations, approvals, access agreements, consent from utilities/persons/organizations upon whose property is impacted, written releases of responsibility and all other required documents.
 3. Work Access: The access to the site is shown on the contract documents. Additional accessibility to the site, as deemed necessary by the Contractor beyond what is shown on the construction plans, shall be the responsibility of the Contractor, and all expenses associated with work site additional accessibility shall be taken into consideration as part of the Contractor's bid unit prices. Written releases from the property

owner impacted by additional accessibility obtained by the Contractor shall be provided to NPU.

4. Clearance of Blockages or Obstructions in the Sanitary Sewer System: The Contractor shall be responsible for clearance of blockages or obstructions in the sanitary sewer system created by the Contractor's construction methods.
5. Location and Exposure of Manholes: The Contractor shall expose only those sanitary sewer structures necessary to perform the work as shown on the engineering drawings.
6. Existing Utility Operations: NPU shall shut down or manually operate all existing potable water, reclaimed water and sanitary sewer systems necessary for performance of the work. The Contractor shall submit a request to NPU for shut down or operational changes a minimum of 72 hours in advance.
7. By-Pass Operations: The Contractor shall be responsible for continuous maintenance of flow of all existing utilities at the project site, unless otherwise agreed to by NPU.
8. Water Access: The Contractor shall be responsible for obtaining water access necessary for performance of work under the contract from designated fire hydrants at the site of work, a construction meter, or other suitable designated sources.
9. Disposal: The Contractor shall clean up and dispose of all waste materials from the construction activities including all materials removed from the sanitary sewer system in conformance with all laws, regulations and standard practices.
10. Secure Storage Area: The Contractor shall find secure storage areas of a size adequate to accommodate the required vehicles, equipment and materials for the period of performance of the contract. NPU may provide space at its plant site, as available to store materials. If adequate space is not available at NPU's plant site it is the Contractor's responsibility to secure adequate secure storage areas.
11. Maintenance of Traffic: The Contractor shall be responsible for all maintenance of traffic and obtaining approval of a Maintenance of Traffic (MOT) Plan from the City of North Port Public Works Department for work within the right-of-way of any City road and/or from the Florida Department of Transportation (FDOT) for work within the right-of-way of any State Road.

- G. WORKING HOURS: The work shall be carried out in accordance with local ordinance and not to cause any unreasonable nuisance to affected residents and in accordance with contract and bid documents. Under emergency conditions, this limitation may be waived by the consent of the NPU.

1.3 METHOD OF MEASUREMENT AND PAYMENT

The work shall be measured, and the compensation determined in the following manner including all labor, materials, equipment, installation, testing, startup, painting, training technical support, operation and the maintenance manuals and appurtenances necessary to complete all the work in accordance with the contract documents.

- A. SITE WORK: This item includes the satisfactory coordination of utility construction, project site clearing and grubbing, fence removal and restoration, removal and disposal of existing bituminous and/or concrete materials, existing structures, existing culvert or other pipe, furnishing and installing fill material, all necessary grading of the site and all other associated work required to complete the project in accordance with the contract documents and shall be measured and paid for on a lump sum basis unless otherwise provided in the bid form.

- B. WET WELL, ACCESS HATCH AND CONCRETE COVER AND SLAB: Wet well, access hatch and concrete cover and slab including excavation, dewatering, base materials, backfilling, external and internal coatings, provisions for pipe openings, joint sealing and wrapping, exfiltration testing of the wet well, and all other associated work required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis unless otherwise provided in the bid form. To avoid flooding, both the wet well top and concrete slab under the above ground piping shall be graded such that they are a minimum of six inches (6") higher than the surrounding grades. The concrete slab under the above ground piping shall be included in this bid item and no separate bid item shall be provided.

- C. SUBMERISBLE SEWAGE PUMPS: Submersible sewage pumps including associated hardware, cables, guide rails, support brackets, chains, all electrical wiring to the Control Panel, conduits and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a per each basis per each submersible sewage pump size specified.

- D. MAIN POWER AND ELECTRICAL SERVICES: Main power electrical services including wiring and conduit from the service point in the Florida Power and Light (FPL) installed hand hole to the FPL meter can, wiring and conduit from the FPL meter can to the standard lift station control panel, the main power disconnect in the panel, and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.

- E. PIPING AND VALVES: Piping and valves, located within the fenced in area limits of the standard lift station site, including fittings, flexible couplings, flange adaptors, flange connectors, gauges, pipe supports,

brackets, vents, and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.

All piping and appurtenances outside the fenced in area limits of the standard lift station site shall be measured and paid for within other bid items as provided in the bid form.

- F. CONTROL PANEL: Control Panel including the following general components: wet well liquid level transmitter, electrical wiring and connectors, supports, switches, sensors, controllers, alarms, indicator lights, meters, electrical equipment, enclosure, panels, controls, indicators, terminal strips, terminal blocks, posts, motor starters, main circuit breaker, operating handles, magnetic contactor coils, seal leak probe, permanent labels, alternator relay, fused control circuit transformer, adjustable three phase power monitor, wiring diagram, grounding rods, explosion proof fittings, surge protector equipment, suppressors fittings, brackets, conduits, and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.

A diesel stationary by-pass pump (see Specification 336022 for more information) and Telemetry Control Unit (TCU) are equipment to be included for each standard lift station and included in the contract documents. These items shall be measured and paid for as separate bid items as provided in the bid proposal.

VFD and odor control are optional equipment for each standard lift station and if required in the contract documents shall be measured and paid for as separate bid items as provided in the bid proposal.

- G. SOFT STARTER: The soft starter including any additional wiring, separate panel, control logic, controller, input circuit breaker, integrated motor and load protection, LCD screen, key pads, contactors, reactors, controls, switches, signals, relays, conduits, connectors and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a per each basis.
- H. WATER SERVICE: The water service including tap, piping, meter box assembly, backflow prevention device, spigot, hardware, fittings, brackets, supports and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.
- I. DRIVEWAYS: The driveways including removal of existing

concrete/bituminous and aggregate base sections, saw cutting of existing concrete/bituminous edges, preparation of subgrade, placement of aggregate base, construction of concrete/bituminous surfacing and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a square yard basis.

- J. CULVERTS: The culvert pipe, end sections, base material and all other associated appurtenances if applicable and required to complete the project in accordance with the contract documents shall be measured and paid for on a per linear foot basis per each size specified.
- K. FENCE AND GATES: The fence and gates including posts, pipes, fabric, bars and straps, fasteners, gate latches, coating, pig ring ties, hardware and accessories, concrete footings and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.
- L. FLOOD LIGHT: A weather-proof 300 W LED flood light, suitable for mounting to TCU antenna tower or other structure as provided on the engineering drawings including posts, conduits, wiring, panel switch, hardware and accessories, concrete footings and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.
- M. TELEMETRY CONTROL UNIT (TCU) – The Telemetry Control Unit including concrete base, tower, enclosure, galvanized steel piping, tie wraps, antenna, coaxial cables, conduits, ground rod, default screen or indicating LED, site signal survey and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.
- N. STATIONARY BY-PASS PUMP - A sound attenuated; compressor-assisted horizontal sewage pump driven by a water-cooled diesel engine. The pump shall be fully automatic, self-priming from dry conditions and capable of handling large volumes of air, water, and solids. The pump shall be manufactured by Thompson Pump & Manufacturing Company. The stationary by-pass pump includes diesel engine, pump, priming system, mounting frame, sound enclosure, pump control panel, solar battery charger, inside work lights and all items in the separate specification number 336022.
- O. VFD (OPTIONAL) – The VFD including the wiring, separate panel, control logic, controller, input circuit breaker, harmonic suppression equipment, contactors, reactors, controls, conduits, connectors and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for

on a lump sum basis.

P. ODOR CONTROL SYSTEM (OPTIONAL) – The odor control system (biofilter unit only, biofilter unit with optional secondary activated carbon polishing unit or stand-alone activated carbon filter unit) including motors, enclosure, skids, wiring, valves, media, absorption material, absorber system, absorber vessel, VFD controlled centrifugal fan with sound attenuation enclosure, switches, control transformer, gauges, sample probes, screen, grates, ductwork, conduits, and connectors, piping, concrete pad, anchors all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.

Q. MISCELLANEOUS
All items required for the completion of the standard lift station and not included as a specific bid item shall be considered incidental to the project and no direct compensation will be made therefore.

1.4 REFERENCED STANDARDS (LATEST REVISION)

AWWA: C-153, C-900, C-905, C-909, C-906-90, C-151, C-153, C-111, C-600, C-651, C-652 and C-913

ASTM: A-139, D-883, D-1785, D-1869, D-1120, D-2241, D-3350, D-1248-68, D-1598, D-1599 , D-2583, D-2563, D-4097-82

PS 15-69: National Bureau of standards Voluntary Product Standard "Custom contact molded Reinforced Polyester Chemical Resistant Process Equipment".

ASME: PTC 8.2

FDEP: Wastewater Collection/Transmission System Requirements

AASHTO Code

Florida Administrative Code (FAC)

Ten States Recommended Standards for Wastewater

National Electrical Code (NEC)

NEMA

Underwriters Laboratories (UL)

Federal Communication Commission (FCC)

Institute of Electrical and Electronics Engineers (IEEE)

Internal Corrosion Direct Assessment (ICDA)

National Fire Protection Association (NFPA)

National Bureau of Standards (NBS)

Air Movement and Control Association (AMCA)

1.5 SUBMITTALS

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

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

A. SHOP DRAWINGS

1. **STRUCTURE(S):** The Contractor shall provide shop drawings for the structure(s) certified by the manufacturer. The submittals shall include the specifics being proposed for the outside coatings, inside coatings of the wet well, top concrete elevations and reinforcement, access hatch, structural loading, buoyance provisions, outside seam wrap, sealant between structure sections, invert and clocking of piping, size and location of openings, water proof gaskets and any other appurtenances applicable to the structure(s).
2. **SUBMERSIBLE SEWAGE PUMPS:** The Contractor shall provide shop drawings for the submersible sewage pumps certified by the manufacturer. The submittals shall include at a minimum: pump characteristic curves showing capacity in GPM, NPSH, TDH, efficiency, pumping horsepower from 0 to 110 percent of design capacity, impeller type, discharge diameter, passible sphere size, design drawings, a written description of the interchangeability of rails and discharge between the supplied submersible sewage pump, and any other appurtenances applicable to the submersible sewage pumps. The shop drawings shall include certification data in the form of testing results indicating that all state, federal, and engineering standards are met. If requested by NPU, the Contractor shall provide certified factory pump performance test data in the form of Section 6 of ASME PTC 8.2.
3. **CONTROL PANEL:** The Contractor shall provide shop drawings for the control panel. The shop drawings shall include schematics,

manufacturer brochures, and test results for pump settings, all panel components, all other electrical components and appurtenances applicable to the control panel. The shop drawings shall include certification data in the form of testing results indicating that all NEMA, UL, state, federal, and engineering standards are met.

4. STATIONARY BY-PASS PUMPS: Refer to the separate Stationary Bypass Pump Specification 336022.
5. TELEMETRY CONTROL UNIT (TCU): The Contractor shall provide shop drawings for the TCU. The shop drawings shall include schematics, manufacturer brochures, and test results for pump settings, flood light, antenna, tower, all other TCU components and appurtenances applicable to the TCU. The shop drawings shall include certification data in the form of testing results indicating that the contract requirements and all NEMA, UL, state, federal, and engineering standards are met.
6. ODOR CONTROL (OPTIONAL)
 - a. General:

The odor control system shall be supplied by a manufacturer who has been regularly engaged in the design and manufacture of the equipment having a minimum of five (5) years' experience in its design, fabrication, and testing of odor control systems of the type specified. The equipment supplier shall provide a list of a minimum of ten (10) identical installations of the type specified that have been in operation for a minimum of five (5) years. Other manufacturers shall demonstrate to NPU its equipment is of equal quality of the manufacturer specifically named herein.

The Contractor shall submit complete shop drawings for the odor control system, together with all piping, ductwork, valves, and control for review by NPU. The shop drawings shall include schematics, manufacturer brochures, and test results for all odor control components and appurtenances applicable to the proposed odor control. The shop drawings shall include certification data in the form of testing results indicating that the contract requirements and all NEMA, UL, and engineering standards are met.

The Contractor shall complete the "TBDs" in table "A" below for the odor control system being proposed based on the size of the wetwell, influent flows, inlet, outlet, standard lift station operational temperatures and the estimated inlet hydrogen sulfide (H₂S) concentration in parts per million (ppm). The design documents shall be provided by the manufacturer to NPU certifying that the odor control system meets the contract requirements.

Table A

Air Flow Rate, cfm	TBD
Estimated Inlet H2S Concentration, ppm	TBD

The Contractor shall submit the following information for review before the equipment is fabricated:

- 1) Letters of Certification of Compliance of materials, equipment, etc.
- 2) Final certified drawings showing outline dimensions, foundation layout or mounting information, and other pertinent dimensions.
- 3) Field assembly drawings and/or diagrams.
- 4) Schematic and wiring diagrams of power, control, and piping systems with all devices, terminal, and wires uniquely numbered and clearly indicating between factory and field wiring. All field wiring shall be included for each diagram to describe all modes of operation of the system indicated. Where the integrated system requires interlocking and control and other components in normal operation, these components shall be included in the description of operation.
- 5) Drawings of system showing assemblies, arrangements, piping, electrical, mounting details, equipment outline dimensions, fitting size and location, motor data, operating weights of all equipment and sufficient information to allow NPU to check clearances, connections, and conformance with the specifications.
- 6) Renewal parts list with diagrammatic or cross-section drawing showing part identification. Material analysis or trades designation for each significant part shall be noted on parts lists or on a separate sheet.
- 7) Materials of construction of all equipment.
- 8) Control panel drawings shall indicate all equipment installed inside and outside of the panel including the location of all alarms (for biofilter); lamps; complete instrumentation; and control, logic and power wiring diagrams.
- 9) Electrical equipment rating and data sheets for all devices.
- 10) Design calculations certified by a Registered Professional Engineer with demonstrated experience in the design of these systems.
- 11) Pump data and performance curves showing flow, pressure, and horsepower (for biofilter).
- 12) Specifications, performance data, and calibration curves for exhaust fan and auxiliary components
 - b. Biofilter:
Any manufacturer whose main business is Fiberglass Reinforced Plastic (FRP) manufacturing shall not be accepted as a supplier of the complete system.
 - c. Activated Carbon Adsorber:
Any manufacturer whose main business is high density

polyethylene (HDPE) manufacturing shall not be accepted as a supplier of the complete system.

7. VFD (OPTIONAL): The Contractor shall provide documentation with the material submittals on the experience of the VFD manufacturer and their interfacing with the submersible pump manufacturer.

The Contractor shall also submit a manufacturer's statement that the VFD meets the requirements of Federal Communication Commission (FCC) and Institute of Electrical and Electronics Engineers (IEEE). Adequate IC (inductance-capacitor) filters shall be provided as required to meet these criteria.

PART 2 - PRODUCTS

2.1 GENERAL

All equipment and products shall be permanently identified with the model number and manufacture's nomenclature.

2.2 EQUIPMENT

The equipment used in this work shall be all new and conform to the requirements for class, kind, size and material as specified below and/or as provided in other sections of the contract documents.

A. SUBMERSIBLE SEWAGE PUMPS:

1. GENERAL

- a. The submersible sewage pumps covered by this specification are intended to be standard pumping equipment of proven ability as manufactured by Flygt Pumps.
- b. The submersible sewage pumps shall be designed, constructed and installed in accordance with the best practices and methods and shall operate satisfactory when installed as shown on the engineering drawings and/or standard details.
- c. The submersible sewage pumps shall be heavy duty electric submersible, centrifugal non-clog units designed for handling raw and unscreened wastewater (minimum of 3" sphere). The submersible sewage pumps shall be capable of operating in a liquid temperature up to 115°F and to a depth of 65 feet.
- d. The submersible sewage pump and motor unit shall be suitable for continuous operation at full data plate load while the motor is completely submerged, partially submerged or totally non-submerged. The use of shower systems, secondary submersible sewage pumps or cooling fans to cool the motor shall not be

acceptable. The submersible sewage pumps mechanical seals and motor units shall be from the same manufacturer to achieve standardization of operation, maintenance, spare parts, manufacturer's service, and warranty.

- e. The submersible sewage pump shall be tested and approved by Factory Mutual or U.L. as explosion proof for use in Class I, Groups C and D, Division 1 hazardous locations.
- f. The submersible sewage pump shall have a sliding bracket for connecting to the dual guide stainless steel rail system.
- g. The submersible sewage pump shall have a manufactured sized electrical cable and shall be a minimum of 50 linear feet. The cable shall conform to NEC and ICDA Standards with P-MSHA approval. The cable shall be sealed with a protective covering prior to installation.
- h. The submersible sewage pump shall include a 316 stainless steel chain capable of supporting the weight of the submersible sewage pump for installation and removal of the submersible sewage pump. The chain shall be connected to the submersible sewage pump bail using a 316 stainless steel clevis. The length of the chain shall be equivalent to the depth of the wet well plus additional six (6') feet.
- i. The submersible sewage pump discharge diameter shall be as specified on the engineering drawings and/or NPU standard details.
- j. The submersible sewage pump shall be cast iron with appropriate coating to protect submersible sewage pump from corrosive properties of wastewater.
- k. The impeller shall be mounted directly on the motor shaft extension in such a manner that it shall not become detached if the submersible sewage pump is operated in the wrong direction. The impeller shaft shall be 420 stainless steel or greater and shall extend from the motor to the impeller cap nut.
- l. All submersible sewage pump mated surfaces shall be machine fitted for watertight sealing.
- m. A 316 stainless steel lifting bail handle shall be provided on the submersible sewage pump housing suitable for lifting the entire submersible sewage pump assembly and attaching the lift chain.
- n. The submersible sewage pump shall operate to a maximum submergence of 65 feet including electrical cable entry.
- o. All electrical parts shall be housed in an air or oil filled cast iron, water-tight casing.
- p. All external hardware shall be 316 stainless steel.
- q. The motor shall be designed to allow a minimum of 15 starts per hour.
- r. The motors shall include thermal and moisture protection to shut down the motor due to high operational temperatures or infiltration of moisture. The motor shall be automatic restarted once the operational temperature is achieved.
- s. All other components and appurtenances shall be as specified on the

engineering drawings and in the NPU standard details.

2. APPROVED PRODUCTS: Flygt is the submersible sewage pump manufacturer approved by NPU.

B. CONTROL PANEL

1. GENERAL

The submersible sewage pump motor control elements shall be installed in a 316 stainless steel NEMA 4X enclosure and include the following equipment:

- a. The panel shall be constructed of a heavy-duty box frame of all welded construction, utilizing specially formed #12-gauge 316 stainless steel angle and channel members.
- b. The dead front interior panel(s) for instrument mounting shall be constructed of a minimum of #11-gauge aluminum.
- c. The interior panel(s) for instrument mounting shall be constructed of a minimum of #14 gauge epoxy coated steel.
- d. Panel mounted controls and indicators shall maintain panel integrity. Suitable stiffness shall be provided when required to maintain flatness and provide extra rigidity.
- e. All panels wiring to external equipment shall be terminated on screw-type terminal strips.
- f. Terminal blocks shall be separated into groups (power, AC control, DC signal, data, etc.). All terminals shall be marked with legible permanent labels or otherwise identified.
- g. The panel shall be mounted on 4" tubular top capped aluminum posts installed in concrete above the 100-year flood plain in accordance with the engineering drawings and standard details.
- h. All circuit breakers shall be accessible without opening the control panel dead front door(s).
- i. The panel shall include at a minimum the following for each submersible sewage pump: a motor starter, a Hand/Off/Auto (HOA) switch, a circuit breaker mounted with the operating handles through the dead front door(s), a leak seal indicating light, and an elapsed time meter.
- j. The panel shall contain a manual pump control operated by a manual HOA by-pass switch located in the main panel which is NOT an automatic redundant switch.
- k. The panel shall include at a minimum: a wet well ultrasonic level transmitter control circuit, 120-volt AC audio and visual alarms, an emergency generator receptacle with circuit breaker, a main circuit breaker, a control circuit breaker, and a 12-volt DC audio and visual battery backup alarm system.

- l. All power shall be disconnected from the control elements when the standard lift station main disconnect is in the "OFF" position.
- m. In each motor, a heat sensor thermistor and a seal leak probe shall be wired to a red warning signal light on the dead front door and shall be marked with legible permanent labels.
- n. An alternator relay shall be supplied to alternate the individual submersible sewage pump on each successive cycle.
- o. A fused wet well liquid level sensors control circuit transformer shall be supplied to operate controls.
- p. In 480-volt AC applications, a fused control circuit transformer shall be supplied to provide 120-volts AC auxiliary equipment power.
- q. An adjustable single or three phase power monitor shall be provided to indicate and protect the pump via the control circuit in the event of loss of any phase, low and high voltage on any or all phases, and phase reversal with automatic reset and built-in time delay on trip.
- r. Audio and visual alarms shall be installed for monitoring high water levels, system equipment failures, and main input power levels failures. Audio and visual alarms shall be wired to sensors provided for a high water levels. Water level and system equipment failure alarms shall be powered directly from the main power supply to the panel. The audio alarm shall be disabled by a manual silence switch; however, the visual alarm shall remain on until the alarm condition is corrected. If the alarm is a result of a loss of power to the standard lift station, the alarms shall automatically reset with the restoration of land line power or from a portable generator set. The loss of power audio and visual alarms shall be connected to a continually charged 24-hour back-up 12- volt battery.
- s. The panels shall be wired and assembled per UL 508 Standards. All electrical components and materials shall be listed by UL and shall bear the appropriate UL listing mark or classification. Each panel shall be listed and labeled as UL 508, Industrial Control Panels shall comply with NFPA 79 - Industrial Machinery. A permanent, non-paper wiring diagram shall be mounted on the inside of the cabinet door.
- t. A 120 VAC time delay relay (0 to 60 second adjustable on delay) to re-energize control circuit of lag submersible sewage pump after power restoration shall be provided for step loading on submersible sewage pumps over 20 HP. VFDs or soft starts shall be provided for submersible sewage pumps over 20 HP as approved by NPU.
- u. All control panels shall include a grounding rod with 10-gauge wire that is installed in accordance with current local, state and national codes.
- v. 316 Stainless steel and schedule 80 polyvinyl chloride conduit piping shall be provided and installed as shown on the NPU design detail for connections between the control panel and the wet well structure, the control panel and the TCU, the panel and the stationary diesel

by-pass pump, the panel and the odor control (if required), the panel and the ground rod, and the panel and the FPL service point. Explosion proof fittings shall be provided and installed on the conduit as shown on the NPU design detail for connections between the control panel and the wet well structure.

- w. A trouble light including switches shall be mounted in the control panel.
- x. Surge protector equipment in accordance with UL 1449 Standards shall be installed on the load side of the control panel main circuit breaker for protection of all AC electrical equipment in the panel and the motors from the effects of lightning induced currents, substation switching transients, and internally generated transients.
- y. All other components and appurtenances shall be as specified on the engineering drawings and in the NPU standard details.

2. APPROVED PRODUCTS

All electrical and accessories shall meet NPU standard details and specifications and shall be reviewed by NPU with the standard lift station submittals except as noted below.

- Trouble Light: Leviton 9880
- 120 Volt Alarm Light: Ingram LXR-40 or Ohio Electric RL-3K
- 120 Volt Alarm Horn: Edwards ALA-896-N5
- 12 Volt Alarm Light: Ingram SLR-123
- 12 Volt Alarm Horn: Ingram AH-122DG
- Elapsed Time Meter: ETMAC 200-10NG7 Round Mount
- Surge Suppressor: Current Technology Transguard 150

C. SOFT STARTER

1. GENERAL:

- a. A dedicated soft starter for each submersible sewage pump and connecting wiring shall be supplied by the submersible sewage pump manufacturer for all motors equal to or greater than twenty (20) horsepower unless a VFD is required. The soft starter shall be installed in a separate panel, if required. No supplementary cooling in the form of an air conditioning unit shall be used, unless required.
- b. All of the components shall be a complete unit, factory wired, and tested as a complete system. Each soft starter shall operate as a stand-alone unit with no interaction with each other.
- c. The soft starter is a function control integrated in the lift station control panel sized to operate a variable torque load at the rated pump horsepower. The speed range shall be from a minimum speed of 0.5 Hz to a maximum speed of 60 Hz with an input voltage frequency range between 47.5 to 63 Hz.

- d. The soft starter shall be adjustable between 30-70% of the normal line voltage and shall be adjustable between 200 and 500% of the soft starter's full load current.
- e. The ramp time between initial torque and full load torque shall be adjustable between 1 and 120 seconds in increments of one second. The soft start shall include a jog function initialized directly from the keypad.
- f. The soft starter shall have Deceleration Control (soft stop) as a standard feature with an adjustable deceleration time from 1 to 120 seconds in increments of one second.
- g. The soft starter shall include the following integrated motor and load protection:
 - 1) Overload protection based on dynamic thermal register retained in the memory even upon loss of power.
 - 2) A manual reset and an automatic reset for unattended remote applications.
 - 3) Phase imbalance protection - adjustable sensitivity of two phases between 10% to 80% of the rated current.
 - 4) Phase reversal protection - motor will not run the inappropriate direct.
 - 5) High current protection - unit shall trip if the current exceeds eight times the set rated current.
 - 6) Under load protection - trip level shall be programmable from 40 to 100% of the full load motor current.
 - 7) Fault detection - all fault signals are to be reported to the LCD screen and the system shall not be disabled with a minimum recording of the last 20 events.
- h. Two programmable input signals shall be available, and each input shall have the capability of being programmed for None, Reset, Jog, and Enable Motor.
- i. All input and control devices shall be rated for 24 VDC control.
- j. Three physical signal relays and one virtual relay for communication shall be provided and individually programmed for Run, Top of Ramp, and Event listing.
- k. The soft starter shall be provided with a 2-line 20 character per line LCD display screen that does not use any type of code to allow for operator interface.
- l. Serial communications shall be a built-in function as a standard feature and shall include MODBUS, DeviceNet, Profibus DP, and ASI as the communication protocol available through the Field Bus Plug.
- m. The soft starter shall be programmable with a key pad and display that can be viewed/operated from the inside dead-front panel.
- n. Internal calibration adjustments are as follows:
 - 1) Minimum speed.
 - 2) Maximum speed.

- 3) DC boost.
- 4) Acceleration/deceleration rates.
- 5) Stop mode (ramp or coast).
- 6) Automatic restart after fault trip with lockout after five attempts to restart.
- 7) Anti-wind milling adjustable brake time.
- 8) Adjustable volts/Hertz.
 - o. Unit mounted operator controls are as follows:
 - 1) Drive keypad display and a keypad Control Panel with a setting dial for each drive.
 - 2) PID values (optional).
 - 3) Speed – manually adjustable.
 - 4) Indicating speed meter.
 - 5) Power ON light.
 - 6) Alarm reset switch.
 - p. The soft starter shall include the following standard features which shall be enabled if a TCU unit is specified:
 - 1) Built-in communication via a cable connection or terminal block.
 - 2) Built-in Modbus-TCU communications via a terminal block connection.
 - 3) One (1) connector slot for internally mounting plug-in options.
 - 4) Removable control terminal block.
 - 5) Sink/source selectable control logic.
 - q. The soft starter shall include the following provisions for remote external controls, if a TCU is specified:
 - 1) Two (2) wire ON-OFF control.
 - 2) One (1) analog input for speed set point.
 - 3) Two (2) analog outputs: one for motor current and one optional for motor speed tied to PLC.
 - 4) Two (2) digital outputs: one for drive running and one for drive fault.
 - 5) Four (4) digital inputs: one for start/stop, one for enable (trips, low wet well level, and emergency stop push button), one for auxiliary for high motor winding temperature, and one for speed select signal for Hand-Off-Auto.
 - 6) One (1) hand-off auto switch.

D. WET WELL LIQUID LEVEL TRANSMITTER

1. GENERAL:

- a. The wet well liquid level transmitter shall be a continuous level measurement ultrasonic transmitter.

2. APPROVED PRODUCTS:

All wet well continuous level measurement ultrasonic transmitters and accessories shall meet NPU standard details and specifications.

The following transmitter is approved:

- Siemens SITRANS Probe LU240

E. TELEMETRY CONTROL UNIT (TCU)

1. GENERAL

- a. The TCU transmits analog signals from the lift station to the NPU central monitoring location and from the NPU central monitoring location to the lift station.
- b. The TCU includes a grounding rod with 10-gauge wire and shall be installed in accordance with current local, state and national codes.
- c. The TCU data shall be displayed continuously at the TCU by a default screen and indicating LED and shall indicate, at a minimum:
 - 1) Operating status of each submersible sewage pump
 - 2) Operating mode of the standard lift station
 - 3) Wet well liquid level sensors status
- d. All other components and appurtenances including tower, antenna, control box, conduits, etc. shall be as specified on the engineering drawings and in the NPU standard details.
- e. NPU will provide the TCU frequency to the contractor.

2. APPROVED PRODUCTS

The TCU and accessories shall meet NPU standard details and specifications as determined by NPU.

The following TCU manufacturer is approved:

- Data Flow Systems, Inc.

F. STATIONARY BY-PASS PUMP

See separate City of North Port Specification number 336022.

G. VFD – OPTIONAL ITEM

1. GENERAL

- a. A dedicated VFD for each submersible sewage pump and connecting wiring shall be supplied by the submersible sewage pump manufacturer. The VFDs shall be installed in a separate panel box, if required. No supplementary cooling in the form of an air conditioning unit shall be used.
- b. The VFD shall consist of a variable frequency controller, input circuit breaker, harmonic suppression equipment, output isolation contactor, input and output line reactors, and controls. All of the

components shall be a complete unit, factory wired, and tested as a complete system. Each VFD shall operate as a stand-alone unit with no interaction with the other VFDs.

- c. The VFD shall maintain a .95 minimum true power factor through out the entire speed range and shall be used with any standard NEMA-B squirrel-cage induction motor having a 1.15 service factor.

H. ODOR CONTROL – OPTIONAL

1. GENERAL

- a. The odor control system shall be a primary biofilter unit including a built-in carbon filter stage and, if required, an optional secondary activated carbon polishing unit connected to the biofilter unit; a VFD controlled centrifugal fan installed in a with sound attenuation enclosure; interconnecting ductwork; electrical wiring and conduit; and appurtenances for a complete operating system.
- b. The odor control system shall treat in a single pass odorous air from the wet well. The system shall be designed for manual and continuous automatic operation. Access manways shall be provided to allow access to the internals of the system. The system shall be designed to withstand a temperature up to 120 degrees F. The module and all accessories shall be factory mounted, piped, and wired to the maximum extent possible. The system shall be installed on the lift station pad with stainless steel fasteners.
- c. The odor control system shall be skid mounted and designed to maintain proper alignment of the installed unit on a concrete pad as detailed on the engineering drawings using properly sized epoxy HILTI anchors. The controls shall be attached to the skid assembly and shall be housed in a water proof NEMA 4X enclosure.
- d. The overall system size, including the fan, controls, and appurtenances shall not exceed the dimensions shown on the engineering drawings. At a minimum, access manways shall be provided between the treatment stages. A portion of the system top shall be removable for access to the top of the second stage.
- e. The odor control system shall meet the following performance when operating:

INLET	OUTLET
1-10 ppm H ₂ S	0.1 ppm H ₂ S
Greater than 10 ppm H ₂ S	1.0% of inlet (99.0% removal)

2. BIOFILTER

- a. The biofilter odor control unit shall be a two-stage, biological absorption/adsorption system that shall include but not be limited to a fiberglass reinforced plastic (FRP) vessel, nozzles, two

independent stages of inorganic treatment media (biological and built-in carbon polishing), moisture controls, nutrient supply system, VFD controlled air supply fan, ductwork, dampers, and all necessary accessories. The biological treatment stage shall utilize a granular inorganic media to facilitate absorption and adsorption of odor compounds designed to remove minimum of 99% of H₂S vapor in a single pass. The polishing stage shall utilize a granular media designed to adsorb odorous compounds with the ability to support biological degradation of the compounds. The first stage shall operate from an independent water distribution system to irrigate the top of the first media bed with complete and even coverage via spray nozzles to maintain optimum wetted conditions to support unique microbial growth for biological destruction of the odorous compounds and removal of toxic metabolites. Biofilter odor control units using any type of organic media and biofilter odor control units using a single inorganic media shall not be acceptable. The complete treatment vessel shall be fabricated of premium grade FRP.

- 1) The air enters the vessel through the humidification section. After humidification, the first treatment stage contains media specifically designed to support biological growth for degradation of odor compounds. This stage absorbs odors from the air stream. The second polishing stage contains media specifically designed to adsorb odor compounds and to support biological degradation of those compounds. This stage provides final removal of odors to the specified level. Overall media depth shall be a minimum of 48 inches.
- 2) The first stage of media shall be wetted with fresh potable or re-use make-up water.
 - b. The system shall include all piping, valves, control panel and internals pre-mounted and piped on the unitary constructed system. The material of construction of internals shall be as follows:

Packing Media Support	HDPE and FRP
Liquid Distributor	PVC
Spray Nozzles	PVC
Humidifier Nozzles	316 SS

- c. The multi-stage packaged FRP unit shall be of unitary construction. The system shall be shipped as a single piece.
- d. Design and Performance Criteria:
 - 1) Criteria: The biofilter odor control unit shall be capable of removing foul air at a rate no lower than the rate shown on the following table.

INLET	OUTLET
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1-10 ppm H ₂ S	0.1 ppm H ₂ S
Greater than 10 ppm H ₂ S	1.0% of inlet

- 2) System Performance: The biofilter odor control unit shall demonstrate the following performance when operating under design flow conditions listed above:

Maximum Pressure Drop: The pressure drop across the odor control unit shall not exceed 5.0 in. w.c. at the maximum air flow rate specified above.

e. Miscellaneous Material of Construction

- 1) The vessel and accessories shall be contact molded manufactured in accordance with NBS PS 15-69, ASTM D 4097 for contact molding. Any material of construction other than FRP with premium grade resin will not be allowed.
- 2) Resin used in the system liner shall be a premium vinyl ester type such as Hetron 922 by Ashland Chemicals, Derakane 411 by Dow Chemical, Vipel F010 by AOC, or NPU approved equal. The resin shall be reinforced with an inner veil of a suitable synthetic organic fiber such as Nexus 111-00010.
- 3) Glass fiber reinforcement used shall be commercial grade corrosion resistance borosilicate glass. All glass fiber reinforcement shall be Type C, chemical grade, Type E electrical grade. Surfacing veil shall be 10 mil Nexus 111-00010 or equal. Mat shall be Type "E" (electrical grade) glass, 1 1/2 oz. per sq. ft with a nominal fiber length of 1.25 + 0.25 inches, with a silane finish and styrene soluble binder. Continuous glass roving, used in chopper gun spray-up applications shall be type "E" grade with chrome or silane coupling agent. Alternate layers of mat and woven roving shall be used for reinforcement.
- 4) Unless otherwise specified, all fasteners, and metal attachments such as anchors, brackets etc. shall be ANSI 316 SS. Unless otherwise specified, all gaskets shall be EPDM.

f. Fabrication:

- 1) Fabrication shall be in accordance with NBS PS 15-69, ASTM D 3299, and ASTM D4097. All non-molded surfaces shall be resin incorporating paraffin coated to facilitate a full cure of the surface. All cut edges, bolt holes, and secondary bonds shall be sealed with a resin coat prior to the final resin paraffin resin coat. All voids shall be filled with a resin paste.
- 2) The inner surface of all laminates shall be resin rich and reinforced with one layer of NEXUS 111-00010 with a minimum thickness of 10 mils. The interior corrosion liner shall consist of two layers of 1 and 1/2 oz. per sq. ft. chopped strand mat. If the application is by chopper gun, the spray up glass fiber shall be 1/2 in. to 2 in. long. The total

corrosion liner thickness shall be a minimum of 100 mils and have a resin to glass ratio of 80/20. All edges of reinforcement to be lapped a minimum of one (1) inch.

- 3) Structural laminates shall consist of alternating layers of 1 and 1/2 oz. per sq. ft. mat or chopped glass and 24 oz. per sq. yard woven roving applied to reach the designed thickness. The exterior surface shall be relatively smooth and shall have no exposed glass fibers. The exterior shall be surface coated with gel coat containing ultra violet light inhibitors.
- 4) Accessories: Air inlet, air outlet, spray headers, baffles, media support, drain, and all connections shall be provided by the manufacturer. Tie down lugs shall be integrally molded into the walls of the vessel. All external bolts shall be 316 SS and designed for the specified loads. Interior fasteners shall be of corrosion resistant materials such as PVC or FRP.
- g. Neoprene Pad: A 1/4 inch thick, 60 durometer neoprene rubber sheet shall be placed underneath the vessel before installation on lift station pad.
- h. Exhaust Fan
 - 1) The exhaust fan shall be centrifugal design manufactured of FRP with a statically and dynamically balanced radial blade wheel. The fan inlet shall be slip type, and the fan outlet shall have a flanged nozzle. The fan shall have a neoprene shaft seal.
 - 2) Fan shall be supplied with a TEFC motor with 1.15 service factor suitable for three phase, 60 Hz, 480 volt service and rated for Class 1, Div. 2, Group D installation. The fan shall be direct driven. The motor shall be inverter-duty and controlled by a VFD.
 - 3) The fan shall be tested and rated in accordance with AMCA and bear the AMCA seal.
- i. One of the two mineral vessels shall be fitted with a top-mounted, five-cycle multiport control valve to operate the backwash, brining, slow rinse, fast rinse, and refill cycles. An additional piston assembly shall be included to control the duty/standby status of the two vessels. A brass control valve including fixed and self-adjusting flow regulators shall be provided. A hydraulically balanced teflon coated piston shall be provided to perform the cycles of regeneration.
- j. Instrumentation and System Controls
 - 1) The electrical control panel shall provide electrical control for the exhaust fan and water addition system. A 3-phase power supply shall be supplied to the panel to power the system.
 - 2) The control panel enclosure shall be rated NEMA 4X. The panel shall be remote mounted by the contractor next to the system assembly at least 3 feet away to comply with requirements of a Class 1, Division 2, and Group D installation. The Contractor shall install and wire the local control panel to the bio filter mounted fan, metering pump, and

solenoid valve. The control panel shall be factory tested to full operation with all other components prior to shipment.

- 3) The panel shall have the following components or capabilities:
 - Fan switch (ON-OFF).
 - Push-to-test button for water valve.
 - Timer relay for on/off control of water valve.
 - Blower VFD
 - Nutrient Pump (ON-OFF-AUTO)
- 4) The water control cabinet shall be constructed from a NEMA 12 rated FRP cabinet with all internal piping SCH 80 PVC. The cabinet shall be mounted to the system assembly. The cabinet shall contain the following components:
 - Pressure reducing valve
 - Nutrient Pump (rated for installation in a Class 1, Division 2, Group D area)
 - Irrigation solenoid valve (Explosion-proof rating)
 - Valve for pre-humidification
 - Irrigation system pressure gauge
- 5) Water pressure regulator, solenoid valve, and Rota meter shall be provided for control of water application rates. These components shall be mounted in the water control cabinet.

k. Accessories

- 1) The direct reading Rota meter shall be a variable area type with a Teflon float, EPR "O" rings, and PVC fittings. The Rota meter shall be sized to the pipe and have a direct reading scale.
- 2) A nutrient containment and metering system shall be provided with the system. Nutrients supplied as a coating to the support media shall not be allowed.
- 3) All water and drain piping shall be SCH 80 PVC.

l. Nutrient Reservoir

The nutrient reservoir shall be integrated into the system sump. No loose external tanks shall be provided with the system.

3. CARBON MEDIA ODOR CONTROL UNIT

Stand Alone Activated Carbon Unit

- a. If required, the Contractor shall install a carbon media odor control unit in accordance with the engineering plans. The carbon media odor control unit shall meet the requirements of this specification.
- b. The unit shall have an AMCA certified centrifugal industrial fiberglass reinforced V-belt Arrangement No. 10 driven plastic fan equipped with undrilled inlet flange, outlet flange, Viton shaft seal, fan guard, and motor enclosure. Each fan and drive motor shall be mounted

on a common base assembly designed for mounting on a concrete pad. The fan motor shall be high efficiency type, TEFC, and a with a 1.15 service factor and matched to the electrical service at the standard lift station. Accommodation to accept a hand-held tachometer shall be available for each fan. Each fan shall have a drain with plug. The fan shall include graphite impregnation for grounding.

- c. The contractor shall complete the "TBDs" for the unit fan being proposed for the following maximum operating conditions:
- d. The unit shall have a fan sound attenuation package capable of reducing the sound level by a minimum of 25 dB which shall be placed over the fan and motor assembly. The doors shall be equipped with heavy duty hardware and with seals to minimize noise leakage. Stainless steel sheet flashing shall be provided to enclose the penetrations in the enclosure for the fan inlet and outlet ducting. The enclosure shall be fitted with louvered vents as required for heat dissipation/ventilation.
- e. The fan shall be factory wired to a stainless steel NEMA 4X panel. The panel shall have a fan control switch with a pilot lamp to indicate the fan running status. The power supplied to the panel shall be matched to the electrical service at the standard lift station. The panel shall be provided with a power disconnect switch, VFD, and control transformer. The fan speed shall be manually adjusted by the operating the VFD.
- f. The contractor shall provide the necessary ductwork between the fan ductwork and the adsorber vessel. The ductwork shall include a volume control damper with lockable louver for flow adjustment. The material of construction shall be same as that of adsorber vessel.
- g. The carbon adsorber vessel shall be constructed of non-corrosive polypropylene with a minimum thickness of 1/8" is required for a vessel diameter between 18" and 24" and a 1/4" thickness for vessel diameter up to 60" and designed for the following criteria:

Vessel Diameter, ft	TBD
Vessel Straight Side Height, ft	TBD
Internal Positive Pressure, in. WC	+15
Maximum Operating Temperature, °F	150
Carbon Bed Depth, ft.	3.0

- h. The carbon adsorber vessel shall have a differential pressure gauge to continuously monitor the pressure drop across the carbon bed. The differential pressure gauge shall be isolated with isolation valves and mounted on the vessel.
- i. The carbon absorber vessel shall have three (3) one (1) inch diameter sample probes per bed extending into the bed a minimum of twelve (12) inches. The sample probes shall be blocked off with a

PVC ball valve.

- j. The carbon absorber vessel shall accommodate a single bed of activated carbon having an average depth of three (3) feet. The carbon bed shall be supported on a polypropylene screen through an FRP support grating system. The screen and the support system shall be removable through the top cover. The top cover shall use quick release tie downs that are integral to the cover and not require the use of separate tools for the removal of the cover. The support system shall consist of removable grating. NOTE: Pall rings or other dumped packing media as a means of carbon support shall not be used. The support system shall be designed to withstand a load of at least 150 lbs/ft² with a minimum deflection of 1/4" under all conditions.
- k. The carbon absorber vessel shall have a "gooseneck" type outlet to prevent rain water from entering into the system.
- l. The activated carbon media shall be virgin, pelletized, and derived from high grade bituminous coal vapor phase type suitable for the control of sewage odors. The carbon shall have the following specifications:

Iodine Number, mgI ₂ /g	1050 min
MPD,mm	3.9-4.1
Apparent Density, g/cc	0.46-0.52
Hardness No.	95 min
Butane Activity	26 min
H ₂ S Capacity, gH ₂ S/cc*	0.30 min

- * The H₂S breakthrough capacity is determined using ASTM standard method D6646-01. Prior to testing, the test sample shall be completely humidified by exposing the sample to a flow of humid air (>85% RH) for at least 4 hours. Testing shall be accomplished by passing a moist (85% RH) stream of air containing 1 vol. % H₂S and the selected concentration of CO₂ through a 1 inch diameter tube with a nine-inch deep bed of closely packed carbon at a rate of 1,450 cc/min and monitoring to a 50 ppmv H₂S breakthrough. The results shall be reported as grams of H₂S adsorbed per cc of carbon.
- m. All steel hardware shall be 316 stainless steel unless stipulated in this specification or on the engineering drawings. Gaskets shall be full face with a minimum of 1/8" thickness and made of EPDM or neoprene suitable for the intended service.
- n. The unit shall include a grounding rod with 10-gauge wire in accordance with current local, state and national codes.
- o. All other components and appurtenances shall be as specified on the engineering drawings and in the CCU standard details.

Optional secondary activated carbon polishing unit

If the optional secondary activated carbon polishing unit is required, the contractor shall provide, as a minimum, the major components as specified under the stand-alone unit section including the concrete pad, the vessel, the carbon media, the connecting duct work and all other appurtenances necessary for a fully operational odor control system in accordance with this specification.

4. APPROVED PRODUCTS

The following manufacturer is approved.

- Odor Control units shall be Siemens, or NPU approved equal.

2.3 MATERIAL

The materials used in this work shall be all new and conform to the requirements for class, kind, size and material as specified below and/or as provided in other sections of the contract documents.

All stainless steel shall be 316 austenitic, non-magnetic unless otherwise required.

A. WET WELL, ACCESS HATCH AND CONCRETE COVER AND SLAB

1. GENERAL

- a. Pre-cast circular concrete wet wells and the wet well concrete cover shall comply with the structural requirements of ASTM C478, Type II, acid resistant cement and shall attain a minimum compressive strength of 4,000 pounds per cubic foot in 28 days. The wet well pre-cast base section shall be monolithic with the bottom section of the wetwell. The precast wetwell top shall include the access cover frame.
- b. The wet well design shall assume a soil density of 130 pounds per cubic foot and a concrete density of 150 pounds per cubic foot and shall resist flotation under the conditions of an empty wet well and a groundwater level from the wet well base to the finished grade including a safety factor of 1.5.
- c. Cast in place concrete slab shall comply with ACI and ASTM standards. Concrete shall be ASTM C-150 Portland Type II 3,500 psi air entrained at 6% plus or minus 1% unless otherwise noted on the engineering plans. Fine aggregate shall be ASTM C33 and coarse aggregate ASTM C33 ¾" maximum size. Reinforcing shall be ASTM A615 Grade 60 deformed bars and stirrups and Grade 40 ties, welded wire fabric shall meet the requirements of ASTM A185, and fabricated reinforcing steel shall be in accordance with ACI 315. Form lumber shall be in accordance with ACI 347 and shall be used with removable metal form ties, non-staining and moisture absorbing

form release agents, and stainless-steel dovetail anchor slots, and water stops as shown on the engineering drawings.

- d. The wet well shall be set on a number 57 stone base in accordance with section 901 "Coarse Aggregate" of the latest revision Florida Department of Transportation Standard Specifications for Road and Bridge Construction.
- e. The individual wet well sections shall fit together with interlocking tongue and groove joints. Four (4) foot diameter wet wells shall be sealed with a R-4 rubber gasket and six (6) foot or larger diameter wet wells shall be sealed with two (2) 1-½" butyl rubber or plastic wet wells joint seal squeezed in and out to verify sealing. The outside of the groove joints for all wet wells shall be covered with a continuous overlapping butyl rubber wrap a minimum of eight (8) inches wide.
- f. The wet well shall include elastomeric gasket(s) for all piping. The gasket(s) shall have a stainless-steel adjustable strap to seal the gasket to the pipe. An elastomeric gasket(s) with a stainless-steel adjustable strap to seal the gasket to the pipe shall be installed in all on site core bored holes.
- g. The outside surface of the wet well shall be covered with 3 coats (black/red/black or color changes to allow NPU to verify multiple coats) of coal tar epoxy coating with a minimum dry film thickness of 10 mils per coat for a total of 30 mils dry film thickness. Subsequent coats shall be applied within 48 hours of the previous coat. The internal wet well coatings (including cover) shall be a polymorphic resin, a calcium aluminate mortar, an epoxy coating, or a polyurethane coating. Coatings shall be installed in accordance with the manufacturer's specifications.
- h. The wet well access hatches and frames shall be compatible with the lift-out rail system in accordance with the engineering drawings and approved shop drawings. The wet well access hatch and frame shall be aluminum with 316 stainless steel hinges, handles, and associated hardware in accordance with NPU standard details.
- i. The standard lift station influent piping inverts shall be a minimum of sixty (60) inches above the base invert.

2. APPROVED PRODUCTS

The following access hatch and frame is approved:

- Halliday S1R aluminum access door with, non-corrosive padlock bar.

B. DISCHARGE PIPING AND VALVES

1. GENERAL

- a. The discharge piping and valves shall be designed, constructed and installed in accordance with the best practices and methods and shall operate satisfactory when installed as shown on the drawings. The

piping and valves shall be supported to the wet well walls and above ground as shown on the engineering drawings and the NPU standard details. To avoid flooding, both the wet well top and concrete slab under the above ground piping shall be graded such that they are a minimum of six inches (6") higher than the surrounding grades.

- b. The piping and valves shall be furnished and installed in accordance with the NPU specifications for "Force Mains" and "Valves".

2. APPROVED PRODUCTS

The following aluminum clean-out coupler with cap and chain manufacturer is approved:

- Kamlock

C. WATER SERVICE

The contractor shall provide a water service as shown on the engineering drawings and NPU standard details. The service shall include the labor and materials for the tap at the water main source, polyethylene piping, fittings, backflow prevention device, spigot, mounting brackets and connectors, etc.

A separate water service is required for the odor control (if applicable).

D. FENCE AND GATES

The contractor shall provide and install fence and double eight (8) foot gates (total sixteen (16) foot width) with hold-backs, and wheels in accordance with the engineering drawings and NPU standard details. All the fencing and gate components shall be adequate to meet the required wind resistance loading.

E. DRIVEWAYS

The contractor shall construct a sixteen (16) foot minimum concrete driveway as shown on the engineering drawings and NPU standard details. The driveway shall include right-of-way culverts, if required. The driveway shall be graded such that stormwater is directed away from the wet well top and above ground valves.

F. LANDSCAPING

The contractor shall provide landscaping, if required, in accordance with NPU Specification for Landscaping.

PART 3 – EXECUTION

3.1 GENERAL

- a. The contractor shall prepare the standard lift station site for construction. This shall include the establishing of maintenance of traffic, surveying, site clearing, installation of silt fence, exposure of existing underground utilities, and notification of residences that may be impacted by the construction. The standard lift station wetwell and concrete cover and slab, valves, piping, pump/motor assemblies and rails, control panel, water service(s), electrical wiring/conduit, pad, fencing and gates, access panel and frame, driveway/culverts, optional equipment, and accessories shall be installed in accordance with the contract documents.
- b. Installation shall be made by skilled and licensed technicians and coordinated with other trades as necessary.
- c. The standard lift station receives wastewater flows continuously at varying rates and the level of the flow in the wet well is monitored by an ultrasonic level transmitter. The wet well ultrasonic level transmitter shall transmit the level of the wastewater in the wet well directly to the control panel. The level transmitter shall be set for the following conditions in coordination with NPU operational personnel:
 - Pump off
 - Pump on
 - Lag pump on
 - High liquid level alarm
- d. The control panel is an integrated system. The contractor shall furnish and install it as one complete package to include all equipment and appurtenances regardless of the manufacturer and shall be responsible that it performs as a fully integrated operable system.

The control panel shall be designed to provide the following functions:

- Turns pump off
- Turns pump on
- Turns lag pump on
- Provides for alternate pumps operation
- Activates the audio and visual alarms in the event of high liquid wet well levels
- Activates the battery backup high liquid level alarm in event of power loss and resets the alarm when the power is restored.
- Allows for the manual connection to a portable generator
- Provides phase monitoring and protection
- Monitor and indicates pump seal failures

The applicable functions shall be transferred to the TCU/PLC unit to control as outlined in the TCU section.

- e. The TCU shall be designed to provide the following functions:
 - Lead/Lag: One pump operates as the lead or in-service pump and

one acts as the lag or backup pump. The PLC alternates the lead and lag pump at operator settable intervals as required.

- Monitors lift station operational status and notifies NPU personnel of normal and abnormal operations such as, but not limited to: status of power, generator operations, pump trip, high/low alarm levels in the wet well discharge flow, and records pump run time and pump starts.
- Pump on, Pump off
- High level, Low level
- Phase Voltage
- Liquid Level Control Sequence

Refer to NPU standard details for the complete list of functions.

- f. The contractor shall coordinate the work of all of the sub-contractors, suppliers, manufacturers, etc. for the complete installation, integration, interconnection, testing, calibration, and startup of the instruments, sensors, controls, and related accessories.
- g. The contractor shall provide for all temporary utilities and services required for operations including but not limited to electrical power, water, sanitary facilities, etc. The contractor shall furnish, install, and maintain all temporary utilities and services during the contract period including removal and restoration of disturbed areas upon completion of the work. Such facilities shall comply with regulations and requirements of the National Electrical Code, OSHA, Florida Power and Light, and applicable Federal, State, and Local codes, rules, regulations and in accordance with NPU specifications.
- h. The contractor shall be prepared to maintain wastewater flow as a part of operations and provide all pumps, piping, and other equipment to accomplish this task, perform all construction, obtain all permits, pay all costs as applicable, and perform complete restoration of all existing facilities to equal or better condition to the satisfaction of NPU in accordance with NPU specifications.

3.2 INSTALLATION

- a. Grounding rods shall be provided to adequately and independently ground the panel, standby generator, TCU, and odor control in accordance with the contract documents. A grounding loop with a single ground rod may be substituted if approved by NPU.
- b. The contractor shall connect the biofilter unit to the lift station water supply in accordance with the engineering drawings.
- c. All wire ends shall be identified with wire markers at both ends.
- d. All instrumentation wiring shall be shielded from a continuous source to destination and shall be grounded in accordance with the

manufacture's recommendation.

3.3 BEDDING, BACKFILL, AND COMPACTION

- a. All bedding, backfill and compaction shall meet the requirements of NPU Standard details and specifications.

3.4 CALIBRATION

The contractor shall ensure the following:

- a. The instruments shall be calibrated by the manufacturer in accordance with the contract documents.
- b. A calibration sticker noting the date, calibration data and the technician's initials shall be affixed to the instrument. A calibration data sheet and log shall be prepared for NPU.

3.5 TESTING

- a. The contractor shall not initially energize the equipment without the approval of NPU.
- b. After installation and calibration, the contractor shall functionally test the major equipment and electrical components to verify their compliance with the manufacturers recommended specifications and the contract documents.
- c. The contractor shall not activate or turn on any equipment until each control circuit has been red-lined for completeness and functionality and safety interlocks are tested.
- d. The contractor shall document site testing activities by written test procedures and a testing log shall be maintained at the project site or given to NPU.
- e. Wet well exfiltration test shall consist of plugging all inlets and outlets, filling the wet well with water to the rim of the structure, and letting the water remain for 24 hours. The water level is returned to the top of the rim and let stand for two (2) hours. No leakage shall be allowed for the test to pass.

3.6 START-UP OPERATIONS

- a. The system integrator/supplier shall provide equipment startup services for the project.
- b. The system integrator/supplier shall be responsible for providing factory trained representatives for the startup of equipment requiring factory assistance during startup.
- c. The system integrator/supplier shall coordinate with NPU to assist with the startup activities and provide necessary training of NPU personnel in the operation and maintenance of the system.
- d. Upon construction installation of NPU -maintained standard lift

stations, startup operations and testing shall be conducted prior to final acceptance and release of sewer flows under the supervision of the NPU Engineering Department. At a minimum, a representative of the pump Supplier, a representative of the Contractor, and a representative of NPU will be present for startup testing. A "NPU Lift Station Startup Check List", shall be completed and signed off in entirety before a facility shall be accepted by NPU.

3.7 SPARE PARTS

Per each lift station, the contractor shall provide on or before the final inspection.

- a. one spare submersible pump identical to the one(s) being placed

3.8 TECHNICAL MANUALS

- a. The contractor shall provide operation and maintenance data in the form of an instructional manual. The manual shall be in a three-ring binder and be arranged in sections and include a table of contents. The manual shall include appropriate drawings, schematics, pictures, sketches, specifications, flow diagrams, manufacturer's documents, etc. required to operate and maintain the individual standard lift station functions and the overall standard lift station as a system.
- b. One (1) hard copy of the O&M manuals shall be made available to NPU 30 days prior to the standard lift station start-up for review prior to start up. Upon NPU and Engineer validation, the contractor shall provide one (1) hard copy and one electronic copy of the approved O&M manuals including copies of certified tests and inspection data.

END OF SECTION

City of North Port Lift Station #12 Rehabilitation Project

SECTION 011000
SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

- A. All of the Work of this Contract is located in easements, rights-of-way, or on property owned by the City of North Port.

1.02 SCOPE OF WORK

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services, shop drawings and incidentals to complete all work required by these Specifications and as shown on the Drawings. Materials shall be furnished by the CONTRACTOR unless otherwise specified within the contract documents.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not. Materials shall be furnished by the CONTRACTOR unless otherwise specified within the contract documents.
- D. The CONTRACTOR shall comply with all municipal, county, state, federal, and other codes which are applicable to the proposed construction work.
- E. The CONTRACTOR shall perform the work for three (3) sewer/wastewater lift stations and include the rehabilitation of the piping, electrical/SCADA and pumps identified herein.
- F. The CONTRACTOR is responsible for field measurement and review of existing conditions prior to submitting bid.

1.03 SUMMARY OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to construct the City of North Port Lift Station #12 Rehabilitation Project in its entirety as shown on the Drawings and specified herein including all bypass pumping and other work necessary for a complete installation. Materials shall be furnished by the CONTRACTOR unless otherwise specified within the contract documents.
- B. The Work includes, but is not necessarily limited to, the following:
 - A. **Lift Station #12 (817 Blackburn Boulevard, Harbor Cove Mobile Home Park)**
 - a. Remove existing pumps and discharge elbows, supply and install new discharge elbows.

City of North Port Lift Station #12 Rehabilitation Project

- b. Demolish and remove existing concrete block building, including all electrical equipment, including the existing panel and wiring.
- c. Furnish and install a new 37-inch riser on the existing ten (10') foot diameter wetwell. Field verify the height of the riser section so that the final grade of the lid is six (6") inches above grade.
- d. Furnish and install new wetwell concrete top and aluminum access cover(s) per the standard details.
- e. Remove, replace, and weld (as needed) two (2) new pump lifting guide rails.
- f. Re-slope wet well floor, install new stainless steel base plates under new discharges elbows before installing elbows.
- g. Remove and replace the two (2) existing discharge pipes and associated appurtenances from the pump and connect to the existing ductile iron pipe/force main after the existing building. Within the wet well, discharge pipe shall be HDPE and above ground surface, discharge pipe shall be ductile iron.
- h. Remove and replace the two (2) check valves, plug valves and discharge piping for by-pass pumping.
- i. Provision and installation of concrete pad, minimum 12-inch thick beneath above ground discharge piping assembly with pipe supports. Concrete pad shall be sized such that all pipe supports are installed on concrete surfaces.
- j. Install City provided pumps and panel including all electrical components necessary for a complete installation per the standard detail drawing. Contractor shall apply and obtain all electrical permits necessary to complete the work.
- k. Clean, patch and line the wet well. Before lining, remove any drainage piping from the valve vault and repair wall such that a it is flush with the balance of the wet well wall.
- l. Complete testing of all equipment and wiring at the completion of work and making any minor correction changes or adjustments necessary for the proper functioning of the system and equipment.
- m. Perform all associated miscellaneous work, restoration and cleanup.

1.04 WORK SEQUENCE

- A. All work to be done under this Contract shall be done with minimum inconvenience to the public and the existing sewerage systems. The CONTRACTOR shall coordinate his work with the City and ENGINEER such that the existing facilities are maintained in operation all the time or provide a by-pass to divert the flow during the rehabilitation.
- B. The Contractor shall submit a working schedule detailing the order in which the Contractor proposes to perform the Work. The working schedule shall be submitted at the preconstruction meeting and comply with the requirements of Section II – General Provisions.

1.05 SUBSTANTIAL COMPLETION

- A. The work, or any separable parts thereof, identified herein shall be deemed substantially completed at such time that all incidental requirements necessary to enable the City to continuously and successfully utilize the work or separable part thereof, for the purposes of which it is intended are completed.
- B. The contract times of substantial completion for the work shall be as identified in the Agreement.

City of North Port Lift Station #12 Rehabilitation Project

1.06 CONSTRUCTION AREAS

- A. Work areas shall be limited by the property limits and easements shown on the Drawings.
- B. CONTRACTOR shall limit his use of the construction areas for work and for storage, to allow for:
 - A. Work by other contractors.
 - B. City use.
- C. Coordinate use of work site with City.
- D. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site. Assume full responsibility for adequacy of plant and equipment.
- E. The CONTRACTOR shall coordinate the work of all subcontractors.

1.07 PLANS AND SPECIFICATIONS

- A. Specifications
 - A. The Technical Specifications consist of three parts: General, Products, and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent
 - A. All work called for in the Specifications applicable to this Contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.
 - B. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.
 - C. The inclusion of the General Requirements (or work specified elsewhere) in the General part of the Specifications is only for the convenience of the CONTRACTOR, and shall not be interpreted as a complete list of related Specification Sections.

1.8 NOISE ABATEMENT

- A. This Project shall be executed in accordance with all Noise Ordinances of the City of North Port. All equipment and machinery shall be equipped with exhaust mufflers maintained in good working order to reduce operation noise to minimum levels. Operation of equipment and machinery will be limited to the hours between 7:00 AM and 3:30 PM during regular

City of North Port Lift Station #12 Rehabilitation Project

work days, unless permission is granted in advance by the City based on a critical need for the operation.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4870 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



February 13, 2020

ADDENDUM 4

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

DUE DATE ~~February 19, 2020~~ February 26, 2020

City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)

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 bid are issued to modify, and/or clarify the bid 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 bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Statement: The bid opening has been extended to February 26, 2020 at 2:00 pm.
4970 City Hall Boulevard North Port, FL 34286
Conference Room 302

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.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173

E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 4 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.4



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4870 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



February 18, 2020

ADDENDUM 5

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

DUE DATE ~~February 19, 2020~~ February 26, 2020

City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)

Additional documents attached:

Control Panel Detail

Key

North Port Approved Material List

Pump Station Plan and Diesel Pump Detail

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 bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

1Q: For the check valves on this job, your provided specifications require the check valve coating to be a minimum of 20 mils thick but American Flow Control says at that thickness it is extremely easy to chip so American recommends there standard epoxy Mil 8-12 mil thickness. Is 8-12 Mil thickness acceptable?

1A: The standard 8-12 mil thickness is acceptable

2Q: Your check valve also states the valves need a Cushion Cylinder however American Flow Control does not manufacture this. Is a check valve without the cushion cylinder acceptable? If not, what manufactures do you accept because your APL has just American and Mueller and I don't think either can do this.

2A: Air cushioned check valves are not required for this project, weight and lever check valves are acceptable.

3Q: Can you provide the dimensions for the pumps/base elbows/discharge pipe/valves?

3A: Please see attached Key.

4Q: Are the panels 230/480 and what type of phase?

4A: Please see attached Key.

5Q:What size is the discharge pipe and valves for the lift stations?

5A: Please see attached Key.

6Q:When replacing the discharge pipe and valves, do all of these lift stations need to be the same according to detail WW-7 since it was the only detail provided?

6A: Please refer to the Summary of Work in the Project Manual for each station.

7Q: City supplied equipment. Normally when the City supplies the pumps and panels, they supply the entire pump package including pumps, panels, bases, rails and brackets. In the summary it is not very clear. Some items indicate supply and install, while others indicate remove and replace. Could you be more specific as to what the contractor is responsible to purchase.

7A: The City supplied equipment is as follows: LS 12—pumps, control panel, base elbows, and guide rails; LS 16—pumps, control panel, base elbows, and guide rails; LS 40—pumps and base elbows; and LS 90—pumps and control panel.

8Q: At the site visit on Friday 2-7-2020, we were not taken to LS # 89. Is this station still bidding?

8A: Yes, this station is included in the project. It was overlooked by mistake. The station has five (5) horsepower pumps, a six (6') diameter, 22-foot deep wetwell and four-inch (4") discharge piping.

9Q: On the bid tabulation sheet for LS #12, it calls for a 10' dia. riser section, but does not give the height of the riser. Please include 10' dia. X ???.

9A: Please refer to the Summary of Work for this station. The riser section approximated and shall be field verified as noted in the Project Manual.

10Q: At the site visits on Friday 2-7-2020, we were taken to LS #12. Section 011000, summary of work does don't show LS #12. It is included on the new bid tabulation sheet in addendum #2. Could you add a Summary of work for LS #12?

10A: Summary is included on addendum 2 page 34.

11Q: LS16-90 is calling for new control panel.

Is it the owners intention that we re-use all the existing material with the exception of the new control panel? This will include: Meter can, Main disconnect, Wet well terminal box, and Mounting rack

11A: Please include a new disconnect, wet well terminal box and mounting rack. The existing meter can be reused.

12Q: LS12 needs new electric rack with main disconnect, new meter can. On page 011000-2 (J) it refers to Standard electric rack detail drawing. Please provide standard drawing.

12A: Please see attached sheet WW-9B.

13Q: The Engineer's estimate does not accurately support the true cost of the project. The actual cost is 3 to 4 times higher. Is it still the city intent to issue po for the whole project to the low bidder?

13A: It is the City's intent to do the entire project within the current funding availability. If the lowest responsible bid exceeds the budgeted funding the City will reevaluate the project and work with the lowest responsible bidder to do as much of the project as can be done within the constraints of the budget.

14Q: Top and bottom elevation of each wet well.

14A: The City is not providing elevations. Please see attached Key for approximate depths of wetwells.

15Q: Diameter of each wet well.

15A: Please see attached Key.

16Q: Pump discharge flange size for each lift station.

16A: Please see attached Key.

17Q: Provide a list of City of North Port "Approved Material List"

17A: Attached is the most recent Approved Material List.

18Q: Confirm that spec 339050-7 check valves does require an air cushioned check valve or a standard lever & weight valve. Air cushion check's would be very unusual for this application.

18A: Confirmed that the project does not require air cushioned check valves and that weight and lever are acceptable.

19Q: Provide the existing force main size for each lift station. What size are we tying into?

19A: Please see attached Key.

20Q: Please confirm that the drop pipe inlet connection shown on drawing WW-7 is required. If so, what is the inlet pipe size for each lift station?

20A: The drop inlet pipe is not required.

21Q: Can you provide a top view detail drawing for the lift stations to go along with drawing WW-7?

21A: Please see attached sheet WW-8B.

22Q: Are there any Buy America or AIS requirements for Domestic materials?

22A: This is not a Davis Bacon project.

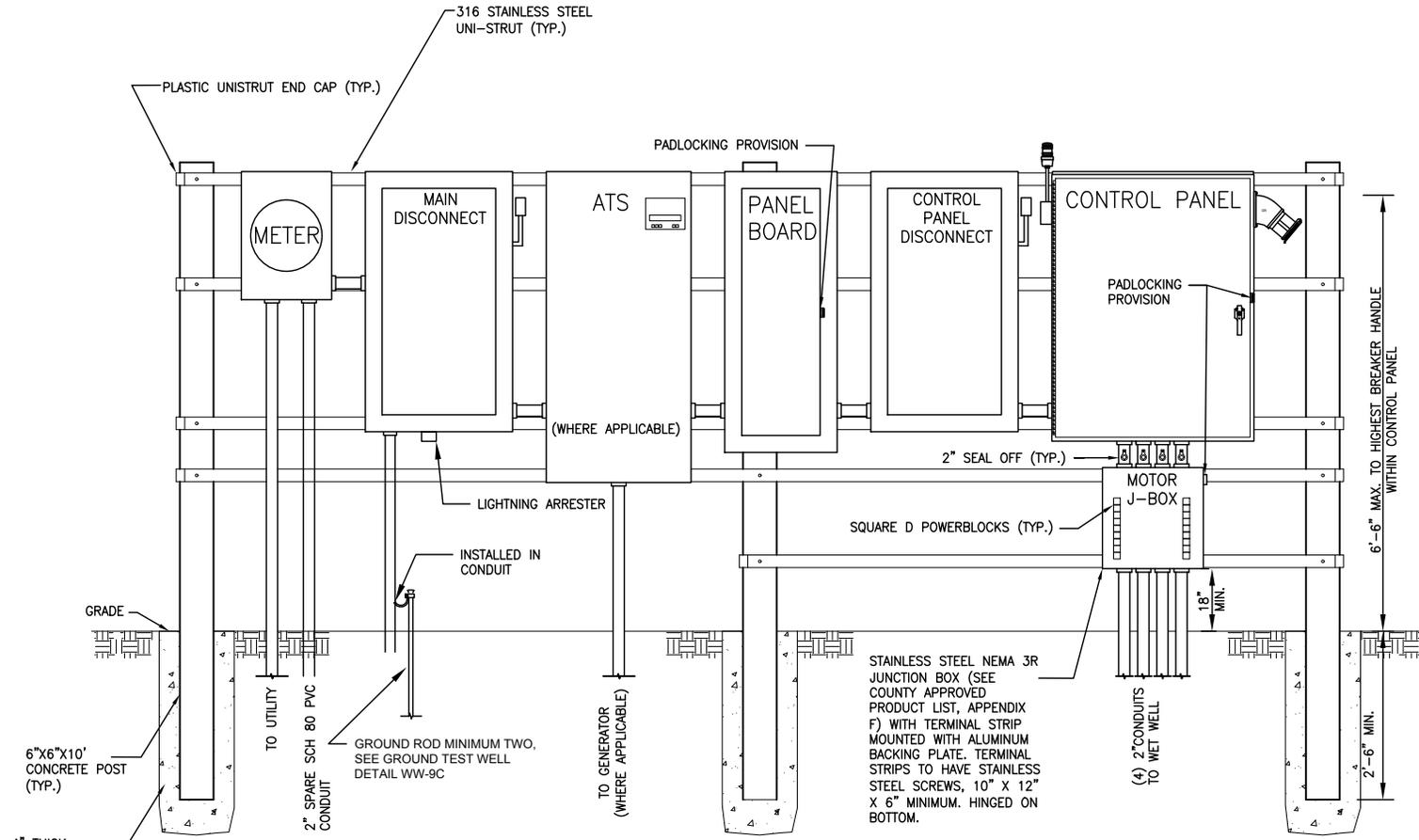
Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
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4970 City Hall Blvd.
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Receipt of Addendum No. 5 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.5



4" THICK CONCRETE SURROUNDING CONCRETE POSTS (TYP.)

NOTES:

1. #10 STRAND MINIMUM FROM CONTROL PANEL TO J-BOX.
2. LIGHTNING ARRESTER (SEE COUNTY APPROVED PRODUCT LIST, APPENDIX F) MUST BE INSTALLED EXTERNALLY ON LOAD SIDE OF DISCONNECT BETWEEN DISCONNECT AND MAIN BREAKER. THE PENETRATION THROUGH THE DISCONNECT MUST BE MADE BELOW THE WORKING MECHANISM OF THE DISCONNECT.
3. PUMP CONTROL PANEL (SEE COUNTY APPROVED PRODUCT LIST, APPENDIX F) WITH ALL COMPONENTS FOR OPERATING TWO PUMPS AND LIQUID LEVEL REGULATORS; GENERATOR RECEPTACLE AND ANGLE ADAPTER (SEE COUNTY APPROVED PRODUCT LIST, APPENDIX F) AND NEMA 4X STAINLESS STEEL ENCLOSURE.
4. SEE DETAIL WW-17 FOR ANTENNA MOUNT DETAIL.
5. GROUND WIRE FROM SERVICE SHALL BE INSTALLED IN CONDUIT.
6. ALL CONDUIT SHALL BE SCH 80 PVC
7. LABEL ALL EQUIPMENT USING MIN. 1/2" BLACK LETTERING ON WHITE PLASTIC LABELS FIX MOUNTED ONTO FRONT OF ALL PANELS AND CABINETS

COMMUNITY PUMP STATION CONTROL PANEL DETAIL NON-VFD STATION WITH GENERATOR

REVISION DATE:
JAN. 2015



SHEET NO.
WW-9B

Key									
Description	PS 8	PS 16	PS 25	PS 40	PS 42	PS 82	PS 89	PS 90	PS 12
Discharge Connection - 90 degree bend	4"	4"	6"	4"	6"	8"	4"	4"	4"
Flange Adapter - HDPE	4"	4"	6"	4"	6"	8"	4"	4"	4"
Discharge Pipe - HDPE	4"	4"	6"	4"	6"	8"	4"	4"	4"
90 Degree Bend - Ductile Iron	4"	4"	6"	4"	6"	8"	4"	4"	4"
Check Valve	4"	4"	6"	4"	6"	8"	4"	4"	4"
Plug Valve	4"	4"	6"	4"	6"	8"	4"	4"	4"
Force Main	6"	4"	6"	4"	4"	8"	6"	4"	4"
Wetwell Diameter	6'	6'	8'	6'	6'	12'	6'	6'	10'
Wetwell Depth	16'	18.6'	23'	13.6'	19.6'	29.8'	22'	20'	10'
Power - Voltage and Phase	230,3	230, 1	230, 3	230, 3	230, 3	480, 3	480, 3	480, 3	230, 3



North Port Utilities Approved Material List

Updated 08/05/19

1. DUCTILE IRON PIPE
 - a. American
 - b. McWane
 - c. U.S. Pipe and Foundry
 - d. Griffin

2. PVC PIPE FORCE MAIN DR 18(Green)
 - a. Certainteed/North American Pipe Company
 - b. J-M Manufacturing
 - c. Diamond
 - d. National Pipe & Plastics

3. PVC PIPE GRAVITY DR26(Green)
 - a. Certainteed/North American Pipe Company
 - b. J-M Manufacturing
 - c. Diamond
 - d. National Pipe & Plastics

4. PVC PIPE WATERMAIN DR 18(Blue)
 - a. Certainteed/North American Pipe Company
 - b. J-M Manufacturing
 - c. Diamond
 - d. National Pipe & Plastics

5. PVC PIPE for Conflicts DR14
 - a. Certainteed/North American Pipe Company
 - b. J-M Manufacturing
 - c. Diamond
 - d. National Pipe & Plastics

6. POLYTUBING
 - a. Endot
 - b. Charter Plastics

7. GATEVALVES
 - a. Mueller
 - b. Clow/Kennedy
 - c. American



8. BUTTERFLY VALVES
 - a. Mueller
 - b. Clow/Kennedy
 - c. Val-Matic
 - d. Milliken

9. PLUG VALVES
 - a. Val-Matic
 - b. Pratt
 - c. Milliken

10. TAP VALVES
 - a. American
 - b. Mueller
 - c. Clow/Kennedy

11. CHECK VALVES
 - a. American
 - b. Mueller
 - c. Clow/Kennedy
 - d. Milliken
 - e. Val-Matic
 - f. Pratt

12. AIR RELEASE VALVES
 - a. H-Tech (or approved equal)

13. CURB STOPS (compression only)
 - a. Ford
 - b. Mueller

14. CORP STOPS (compression only)
 - a. Ford
 - b. Mueller

15. ANGLE VALVES (compression only)
 - a. Ford
 - b. Mueller

16. U-Branches
 - a. Ford
 - b. Mueller



17. MJ FITTINGS
 - a. U.S. Pipe and Foundry
 - b. American Cast Iron Pipe
 - c. Tyler Union
 - d. SIP Industries
 - e. Star Pipe Products
 - f. Sigma

18. FIRE HYDRANTS
 - a. Mueller
 - b. Clow Medallion
 - c. American

19. TAP SLEEVES (Stainless steel only)
 - a. Ford
 - b. JCM – 432
 - c. Cascade
 - d. American
 - e. TPS

20. TAP SADDLES (Epoxy coated w/double straps)
 - a. Smith-Blair
 - b. Mueller
 - c. Ford
 - d. JCM
 - e. TPS

21. BLOWOFFS
 - a. Kupperle TF550
 - b. Hydroguard- Automatic Blowoff

22. METER BOXES
 - a. CDR
 - b. Polyplastics
 - c. Carson
 - d. Brooks
 - e. NDS
 - f. Glasmasters
 - g. DFW Plastics

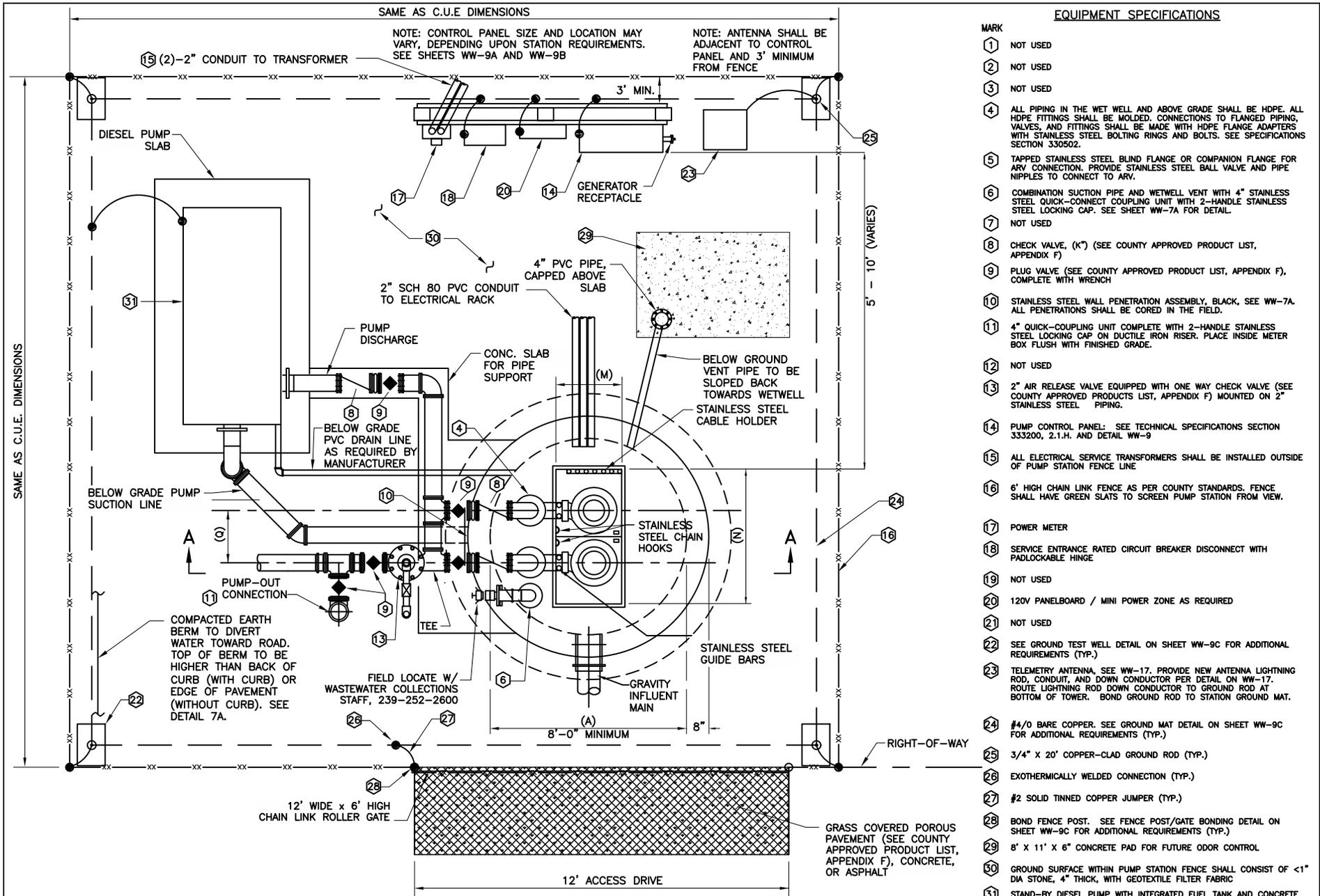
23. VALVE BOXES



- a. Tyler Union
 - b. Russco
 - c. Opelika Foundry
 - d. SIP Industries
 - e. Star Pipe
24. PERMANENT SAMPLING POINTS
- a. Kupperle Foundry- Eclipse 88
25. POLYETHYLENE ENCLOSURES
- a. LJ Ruffin
26. BRASS VALVE MARKER TAGS
- a. Wagco Markers
27. BELL RESTRAINTS
- a. Ebaa-Iron series 1500/1600
 - b. Sigma
 - c. SIP Industries –EZ Grip PTP Series
 - d. Ford
 - e. Star 1100 series bell restraints
28. UNI FLANGES
- a. Ford Uniflange
 - b. Sigma
29. RESTRAINTS
- a. Sigma ONE-LOK
 - b. Stargrip MJ (3000 for DI, 4000 for PVC)
 - c. Ebaa Iron series 2000 PV Megalug
 - d. SIP Industries EZ Grips
30. GRAVITY SEWER FITTINGS
- a. Harco
 - b. Tigre, USA
 - c. Multi fittings
31. CLEANOUT COVER
- a. U.S. Foundry
 - b. Star Pipe
32. HDPE to DUCTILE IRON ADAPTERS



- a. Independent Pipe Products
 - b. George Fisher Central Plastics
 - c. Specified Fittings
33. LIFT STATION PUMPS
- a. FLYGT pumps
34. MANHOLE FRAMES AND COVERS
- a. U.S. Pipe and Foundry
35. CASING SPACERS (stainless steel)
- a. Cascade
36. MANHOLE and LIFT STATION WET WELL SURFACE COATINGS (for any manholes with force main discharged into them including the next one downstream, any drop manholes, lift stations and the two manholes upstream from any lift station)
- a. I.E.T Systems
 - b. Raven 405
 - c. Green Monster Liner (GML)
37. LIFT STATION PANEL
- a. FLYGT
38. SCADA SYSTEM
- a. Data Flow System



EQUIPMENT SPECIFICATIONS

- MARK**
- 1 NOT USED
 - 2 NOT USED
 - 3 NOT USED
 - 4 ALL PIPING IN THE WET WELL AND ABOVE GRADE SHALL BE HDPE. ALL HDPE FITTINGS SHALL BE MOLDED. CONNECTIONS TO FLANGED PIPING, VALVES, AND FITTINGS SHALL BE MADE WITH HDPE FLANGE ADAPTERS WITH STAINLESS STEEL BOLTING RINGS AND BOLTS. SEE SPECIFICATIONS SECTION 330502.
 - 5 TAPPED STAINLESS STEEL BLIND FLANGE OR COMPANION FLANGE FOR ARV CONNECTION. PROVIDE STAINLESS STEEL BALL VALVE AND PIPE NIPPLES TO CONNECT TO ARV.
 - 6 COMBINATION SUCTION PIPE AND WETWELL VENT WITH 4" STAINLESS STEEL QUICK-CONNECT COUPLING UNIT WITH 2-HANDLE STAINLESS STEEL LOCKING CAP. SEE SHEET WW-7A FOR DETAIL.
 - 7 NOT USED
 - 8 CHECK VALVE, (K") (SEE COUNTY APPROVED PRODUCT LIST, APPENDIX F)
 - 9 PLUG VALVE (SEE COUNTY APPROVED PRODUCT LIST, APPENDIX F), COMPLETE WITH WRENCH
 - 10 STAINLESS STEEL WALL PENETRATION ASSEMBLY, BLACK, SEE WW-7A. ALL PENETRATIONS SHALL BE CORED IN THE FIELD.
 - 11 4" QUICK-COUPLING UNIT COMPLETE WITH 2-HANDLE STAINLESS STEEL LOCKING CAP ON DUCTILE IRON RISER. PLACE INSIDE METER BOX FLUSH WITH FINISHED GRADE.
 - 12 NOT USED
 - 13 2" AIR RELEASE VALVE EQUIPPED WITH ONE WAY CHECK VALVE (SEE COUNTY APPROVED PRODUCTS LIST, APPENDIX F) MOUNTED ON 2" STAINLESS STEEL PIPING.
 - 14 PUMP CONTROL PANEL: SEE TECHNICAL SPECIFICATIONS SECTION 333200, 2.1.H. AND DETAIL WW-9
 - 15 ALL ELECTRICAL SERVICE TRANSFORMERS SHALL BE INSTALLED OUTSIDE OF PUMP STATION FENCE LINE
 - 16 6' HIGH CHAIN LINK FENCE AS PER COUNTY STANDARDS. FENCE SHALL HAVE GREEN SLATS TO SCREEN PUMP STATION FROM VIEW.
 - 17 POWER METER
 - 18 SERVICE ENTRANCE RATED CIRCUIT BREAKER DISCONNECT WITH PADLOCKABLE HINGE
 - 19 NOT USED
 - 20 120V PANELBOARD / MINI POWER ZONE AS REQUIRED
 - 21 NOT USED
 - 22 SEE GROUND TEST WELL DETAIL ON SHEET WW-9C FOR ADDITIONAL REQUIREMENTS (TYP.)
 - 23 TELEMETRY ANTENNA, SEE WW-17. PROVIDE NEW ANTENNA LIGHTNING ROD, CONDUIT, AND DOWN CONDUCTOR PER DETAIL ON WW-17. ROUTE LIGHTNING ROD DOWN CONDUCTOR TO GROUND ROD AT BOTTOM OF TOWER. BOND GROUND ROD TO STATION GROUND MAT.
 - 24 #4/0 BARE COPPER. SEE GROUND MAT DETAIL ON SHEET WW-9C FOR ADDITIONAL REQUIREMENTS (TYP.)
 - 25 3/4" x 20' COPPER-CLAD GROUND ROD (TYP.)
 - 26 EXOTHERMICALLY WELDED CONNECTION (TYP.)
 - 27 #2 SOLID TINNED COPPER JUMPER (TYP.)
 - 28 BOND FENCE POST. SEE FENCE POST/GATE BONDING DETAIL ON SHEET WW-9C FOR ADDITIONAL REQUIREMENTS (TYP.)
 - 29 8' x 11' x 6" CONCRETE PAD FOR FUTURE ODOR CONTROL
 - 30 GROUND SURFACE WITHIN PUMP STATION FENCE SHALL CONSIST OF <1" DIA STONE, 4" THICK, WITH GEOTEXTILE FILTER FABRIC
 - 31 STAND-BY DIESEL PUMP WITH INTEGRATED FUEL TANK AND CONCRETE PAD. SEE TECHNICAL SPECIFICATIONS SECTION 221336.

DIMENSION TABLE

(A)	WETWELL INSIDE DIAMETER	
(M)	WETWELL HATCH OPENING	
(N)	WETWELL HATCH OPENING	
(O)	SEPARATION OF DISCHARGE RISER PIPING	

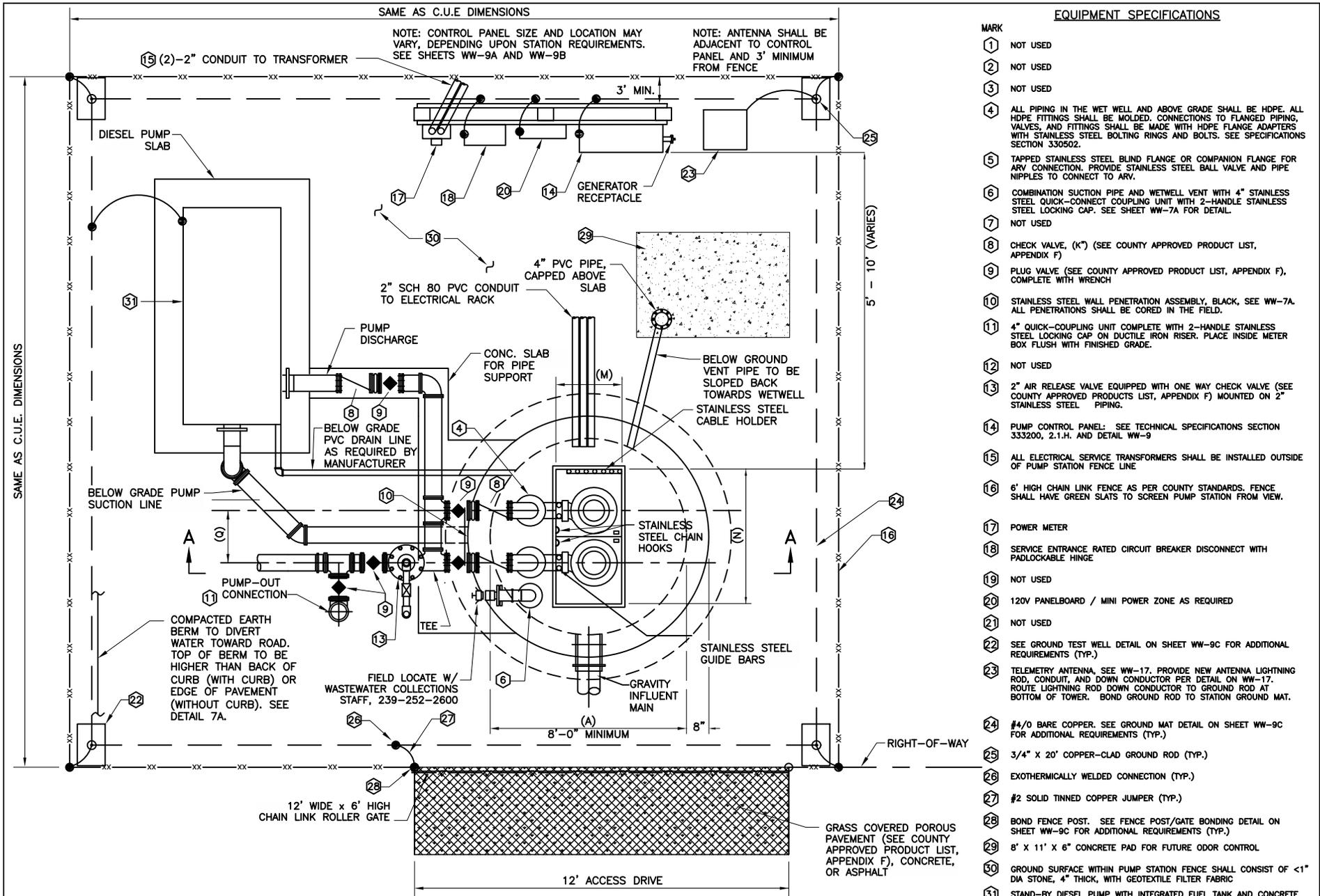
NOTE: ORIENTATION AND LOCATION OF PUMP STATION COMPONENTS MAY VARY, FIELD ADJUSTMENT MAY BE REQUIRED.

**COMMUNITY PUMP STATION
WITH DIESEL PUMP DETAIL
- PLAN
NTS**

REVISION DATE:
JAN. 2015



SHEET NO.
WW-8B



EQUIPMENT SPECIFICATIONS

- MARK**
- ① NOT USED
 - ② NOT USED
 - ③ NOT USED
 - ④ ALL PIPING IN THE WET WELL AND ABOVE GRADE SHALL BE HDPE. ALL HDPE FITTINGS SHALL BE MOLDED. CONNECTIONS TO FLANGED PIPING, VALVES, AND FITTINGS SHALL BE MADE WITH HDPE FLANGE ADAPTERS WITH STAINLESS STEEL BOLTING RINGS AND BOLTS. SEE SPECIFICATIONS SECTION 330502.
 - ⑤ TAPPED STAINLESS STEEL BLIND FLANGE OR COMPANION FLANGE FOR ARV CONNECTION. PROVIDE STAINLESS STEEL BALL VALVE AND PIPE NIPPLES TO CONNECT TO ARV.
 - ⑥ COMBINATION SUCTION PIPE AND WETWELL VENT WITH 4" STAINLESS STEEL QUICK-CONNECT COUPLING UNIT WITH 2-HANDLE STAINLESS STEEL LOCKING CAP. SEE SHEET WW-7A FOR DETAIL.
 - ⑦ NOT USED
 - ⑧ CHECK VALVE, (K") (SEE COUNTY APPROVED PRODUCT LIST, APPENDIX F)
 - ⑨ PLUG VALVE (SEE COUNTY APPROVED PRODUCT LIST, APPENDIX F), COMPLETE WITH WRENCH
 - ⑩ STAINLESS STEEL WALL PENETRATION ASSEMBLY, BLACK, SEE WW-7A. ALL PENETRATIONS SHALL BE CORED IN THE FIELD.
 - ⑪ 4" QUICK-COUPLING UNIT COMPLETE WITH 2-HANDLE STAINLESS STEEL LOCKING CAP ON DUCTILE IRON RISER. PLACE INSIDE METER BOX FLUSH WITH FINISHED GRADE.
 - ⑫ NOT USED
 - ⑬ 2" AIR RELEASE VALVE EQUIPPED WITH ONE WAY CHECK VALVE (SEE COUNTY APPROVED PRODUCTS LIST, APPENDIX F) MOUNTED ON 2" STAINLESS STEEL PIPING.
 - ⑭ PUMP CONTROL PANEL: SEE TECHNICAL SPECIFICATIONS SECTION 333200, 2.1.H. AND DETAIL WW-9
 - ⑮ ALL ELECTRICAL SERVICE TRANSFORMERS SHALL BE INSTALLED OUTSIDE OF PUMP STATION FENCE LINE
 - ⑯ 6" HIGH CHAIN LINK FENCE AS PER COUNTY STANDARDS. FENCE SHALL HAVE GREEN SLATS TO SCREEN PUMP STATION FROM VIEW.
 - ⑰ POWER METER
 - ⑱ SERVICE ENTRANCE RATED CIRCUIT BREAKER DISCONNECT WITH PADLOCKABLE HINGE
 - ⑲ NOT USED
 - ⑳ 120V PANELBOARD / MINI POWER ZONE AS REQUIRED
 - ㉑ NOT USED
 - ㉒ SEE GROUND TEST WELL DETAIL ON SHEET WW-9C FOR ADDITIONAL REQUIREMENTS (TYP.)
 - ㉓ TELEMETRY ANTENNA, SEE WW-17. PROVIDE NEW ANTENNA LIGHTNING ROD, CONDUIT, AND DOWN CONDUCTOR PER DETAIL ON WW-17. ROUTE LIGHTNING ROD DOWN CONDUCTOR TO GROUND ROD AT BOTTOM OF TOWER. BOND GROUND ROD TO STATION GROUND MAT.
 - ㉔ #4/0 BARE COPPER. SEE GROUND MAT DETAIL ON SHEET WW-9C FOR ADDITIONAL REQUIREMENTS (TYP.)
 - ㉕ 3/4" X 20' COPPER-CLAD GROUND ROD (TYP.)
 - ㉖ EXOTHERMICALLY WELDED CONNECTION (TYP.)
 - ㉗ #2 SOLID TINNED COPPER JUMPER (TYP.)
 - ㉘ BOND FENCE POST. SEE FENCE POST/GATE BONDING DETAIL ON SHEET WW-9C FOR ADDITIONAL REQUIREMENTS (TYP.)
 - ㉙ 8' X 11' X 6" CONCRETE PAD FOR FUTURE ODOR CONTROL
 - ㉚ GROUND SURFACE WITHIN PUMP STATION FENCE SHALL CONSIST OF <1" DIA STONE, 4" THICK, WITH GEOTEXTILE FILTER FABRIC
 - ㉛ STAND-BY DIESEL PUMP WITH INTEGRATED FUEL TANK AND CONCRETE PAD. SEE TECHNICAL SPECIFICATIONS SECTION 221336.

DIMENSION TABLE

(A)	WETWELL INSIDE DIAMETER	
(M)	WETWELL HATCH OPENING	
(N)	WETWELL HATCH OPENING	
(O)	SEPARATION OF DISCHARGE RISER PIPING	

NOTE: ORIENTATION AND LOCATION OF PUMP STATION COMPONENTS MAY VARY, FIELD ADJUSTMENT MAY BE REQUIRED.

**COMMUNITY PUMP STATION
WITH DIESEL PUMP DETAIL
- PLAN
NTS**

REVISION DATE:
JAN. 2015



SHEET NO.
WW-8B



North Port Utilities Approved Material List

Updated 08/05/19

1. DUCTILE IRON PIPE
 - a. American
 - b. McWane
 - c. U.S. Pipe and Foundry
 - d. Griffin

2. PVC PIPE FORCE MAIN DR 18(Green)
 - a. Certainteed/North American Pipe Company
 - b. J-M Manufacturing
 - c. Diamond
 - d. National Pipe & Plastics

3. PVC PIPE GRAVITY DR26(Green)
 - a. Certainteed/North American Pipe Company
 - b. J-M Manufacturing
 - c. Diamond
 - d. National Pipe & Plastics

4. PVC PIPE WATERMAIN DR 18(Blue)
 - a. Certainteed/North American Pipe Company
 - b. J-M Manufacturing
 - c. Diamond
 - d. National Pipe & Plastics

5. PVC PIPE for Conflicts DR14
 - a. Certainteed/North American Pipe Company
 - b. J-M Manufacturing
 - c. Diamond
 - d. National Pipe & Plastics

6. POLYTUBING
 - a. Endot
 - b. Charter Plastics

7. GATEVALVES
 - a. Mueller
 - b. Clow/Kennedy
 - c. American



8. BUTTERFLY VALVES
 - a. Mueller
 - b. Clow/Kennedy
 - c. Val-Matic
 - d. Milliken

9. PLUG VALVES
 - a. Val-Matic
 - b. Pratt
 - c. Milliken

10. TAP VALVES
 - a. American
 - b. Mueller
 - c. Clow/Kennedy

11. CHECK VALVES
 - a. American
 - b. Mueller
 - c. Clow/Kennedy
 - d. Milliken
 - e. Val-Matic
 - f. Pratt

12. AIR RELEASE VALVES
 - a. H-Tech (or approved equal)

13. CURB STOPS (compression only)
 - a. Ford
 - b. Mueller

14. CORP STOPS (compression only)
 - a. Ford
 - b. Mueller

15. ANGLE VALVES (compression only)
 - a. Ford
 - b. Mueller

16. U-Branches
 - a. Ford
 - b. Mueller



17. MJ FITTINGS
 - a. U.S. Pipe and Foundry
 - b. American Cast Iron Pipe
 - c. Tyler Union
 - d. SIP Industries
 - e. Star Pipe Products
 - f. Sigma

18. FIRE HYDRANTS
 - a. Mueller
 - b. Clow Medallion
 - c. American

19. TAP SLEEVES (Stainless steel only)
 - a. Ford
 - b. JCM – 432
 - c. Cascade
 - d. American
 - e. TPS

20. TAP SADDLES (Epoxy coated w/double straps)
 - a. Smith-Blair
 - b. Mueller
 - c. Ford
 - d. JCM
 - e. TPS

21. BLOWOFFS
 - a. Kupperle TF550
 - b. Hydroguard- Automatic Blowoff

22. METER BOXES
 - a. CDR
 - b. Polyplastics
 - c. Carson
 - d. Brooks
 - e. NDS
 - f. Glasmasters
 - g. DFW Plastics

23. VALVE BOXES

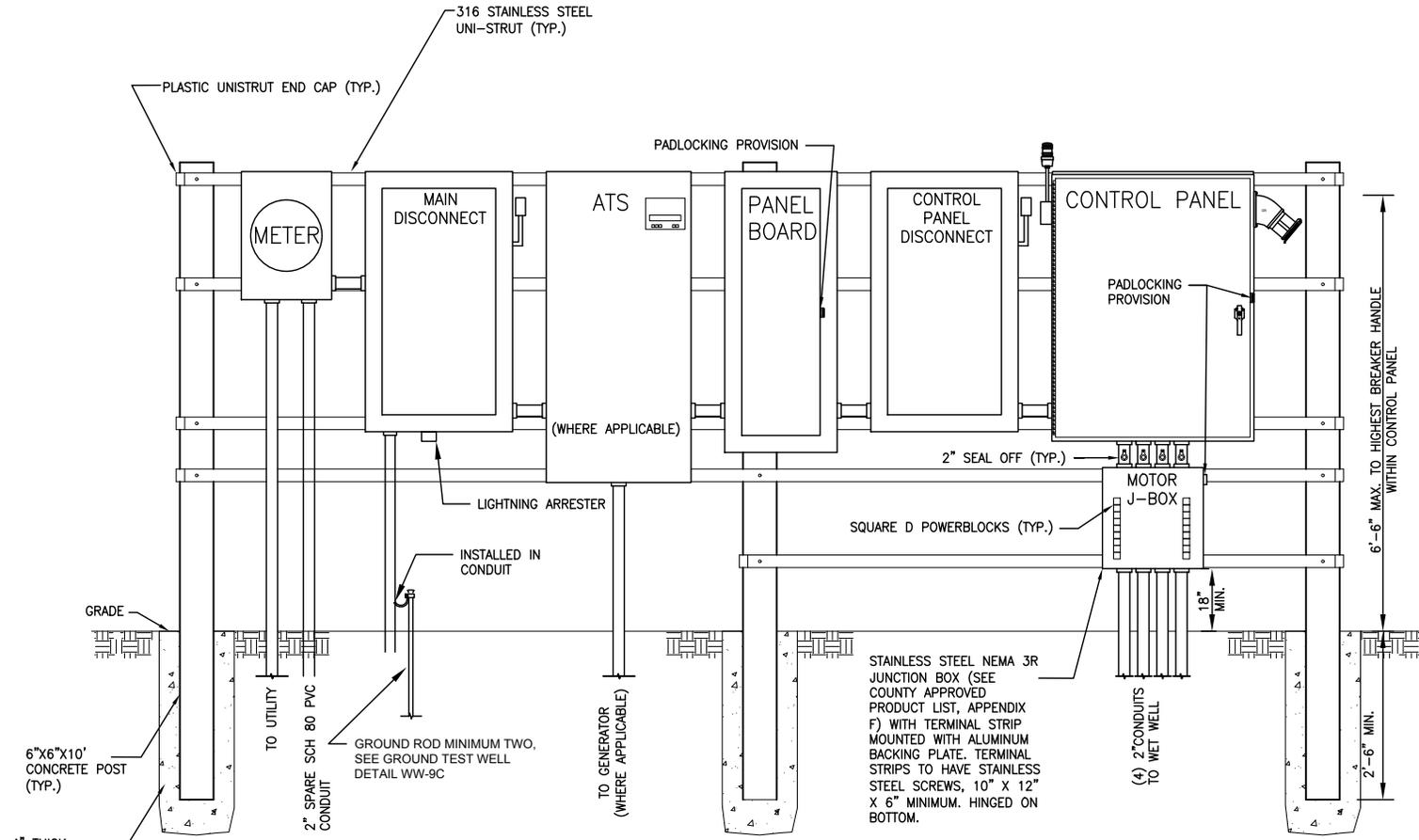


- a. Tyler Union
 - b. Russco
 - c. Opelika Foundry
 - d. SIP Industries
 - e. Star Pipe
24. PERMANENT SAMPLING POINTS
- a. Kupperle Foundry- Eclipse 88
25. POLYETHYLENE ENCLOSURES
- a. LJ Ruffin
26. BRASS VALVE MARKER TAGS
- a. Wagco Markers
27. BELL RESTRAINTS
- a. Ebaa-Iron series 1500/1600
 - b. Sigma
 - c. SIP Industries –EZ Grip PTP Series
 - d. Ford
 - e. Star 1100 series bell restraints
28. UNI FLANGES
- a. Ford Uniflange
 - b. Sigma
29. RESTRAINTS
- a. Sigma ONE-LOK
 - b. Stargrip MJ (3000 for DI, 4000 for PVC)
 - c. Ebaa Iron series 2000 PV Megalug
 - d. SIP Industries EZ Grips
30. GRAVITY SEWER FITTINGS
- a. Harco
 - b. Tigre, USA
 - c. Multi fittings
31. CLEANOUT COVER
- a. U.S. Foundry
 - b. Star Pipe
32. HDPE to DUCTILE IRON ADAPTERS



- a. Independent Pipe Products
 - b. George Fisher Central Plastics
 - c. Specified Fittings
33. LIFT STATION PUMPS
- a. FLYGT pumps
34. MANHOLE FRAMES AND COVERS
- a. U.S. Pipe and Foundry
35. CASING SPACERS (stainless steel)
- a. Cascade
36. MANHOLE and LIFT STATION WET WELL SURFACE COATINGS (for any manholes with force main discharged into them including the next one downstream, any drop manholes, lift stations and the two manholes upstream from any lift station)
- a. I.E.T Systems
 - b. Raven 405
 - c. Green Monster Liner (GML)
37. LIFT STATION PANEL
- a. FLYGT
38. SCADA SYSTEM
- a. Data Flow System

Key									
Description	PS 8	PS 16	PS 25	PS 40	PS 42	PS 82	PS 89	PS 90	PS 12
Discharge Connection - 90 degree bend	4"	4"	6"	4"	6"	8"	4"	4"	4"
Flange Adapter - HDPE	4"	4"	6"	4"	6"	8"	4"	4"	4"
Discharge Pipe - HDPE	4"	4"	6"	4"	6"	8"	4"	4"	4"
90 Degree Bend - Ductile Iron	4"	4"	6"	4"	6"	8"	4"	4"	4"
Check Valve	4"	4"	6"	4"	6"	8"	4"	4"	4"
Plug Valve	4"	4"	6"	4"	6"	8"	4"	4"	4"
Force Main	6"	4"	6"	4"	4"	8"	6"	4"	4"
Wetwell Diameter	6'	6'	8'	6'	6'	12'	6'	6'	10'
Wetwell Depth	16'	18.6'	23'	13.6'	19.6'	29.8'	22'	20'	10'
Power - Voltage and Phase	230,3	230, 1	230, 3	230, 3	230, 3	480, 3	480, 3	480, 3	230, 3



4" THICK CONCRETE SURROUNDING CONCRETE POSTS (TYP.)

NOTES:

1. #10 STRAND MINIMUM FROM CONTROL PANEL TO J-BOX.
2. LIGHTNING ARRESTER (SEE COUNTY APPROVED PRODUCT LIST, APPENDIX F) MUST BE INSTALLED EXTERNALLY ON LOAD SIDE OF DISCONNECT BETWEEN DISCONNECT AND MAIN BREAKER. THE PENETRATION THROUGH THE DISCONNECT MUST BE MADE BELOW THE WORKING MECHANISM OF THE DISCONNECT.
3. PUMP CONTROL PANEL (SEE COUNTY APPROVED PRODUCT LIST, APPENDIX F) WITH ALL COMPONENTS FOR OPERATING TWO PUMPS AND LIQUID LEVEL REGULATORS; GENERATOR RECEPTACLE AND ANGLE ADAPTER (SEE COUNTY APPROVED PRODUCT LIST, APPENDIX F) AND NEMA 4X STAINLESS STEEL ENCLOSURE.
4. SEE DETAIL WW-17 FOR ANTENNA MOUNT DETAIL.
5. GROUND WIRE FROM SERVICE SHALL BE INSTALLED IN CONDUIT.
6. ALL CONDUIT SHALL BE SCH 80 PVC
7. LABEL ALL EQUIPMENT USING MIN. 1/2" BLACK LETTERING ON WHITE PLASTIC LABELS FIX MOUNTED ONTO FRONT OF ALL PANELS AND CABINETS

COMMUNITY PUMP STATION CONTROL PANEL DETAIL NON-VFD STATION WITH GENERATOR

REVISION DATE:
JAN. 2015



SHEET NO.
WW-9B



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4870 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



February 25, 2020

ADDENDUM 6

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

DUE DATE ~~February 26, 2020~~ February 28, 2020

City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)

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 bid are issued to modify, and/or clarify the bid 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 bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

STATEMENT: Bid Opening has been moved from February 26, 2020 to February 28, 2020 same time and same location as before.

1Q: It appears that line item 10.d and 10.f are the same.

1A: See revised bid form.

2Q: Will the GasGuard 1000 Polymer Lining system be acceptable for the interior coatings on this project?

2A: Not at this time.

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.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173

E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 6 shall be noted within the Bid Form in the appropriate section.

End of Addendum N6

BID SHEET
CITY OF NORTH PORT RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
LIFT STATION REHABILITATION					
2	Lift Station #8	SUBTOTAL			\$0
a.	Demolish and core existing valve vault	1	LS		\$0
b.	Discharge piping, fittings and valves replacement	1	LS		\$0
c.	Pump installation, including new discharge elbows	1	LS		\$0
d.	Remove and replace guide rails	1	LS		\$0
e.	Wetwell lining	1	LS		\$0
3	Lift Station #16	SUBTOTAL			\$0
a.	Demolish and core existing valve vault	1	LS		\$0
b.	New pump installation, including discharge elbows	1	LS		\$0
c.	Discharge piping, fittings and valves replacement	1	LS		\$0
d.	New Pump Control Panel installation	1	LS		\$0
e.	Remove and replace guide rails	1	LS		\$0
f.	Wetwell lining	1	LS		\$0
4	Lift Station #25	SUBTOTAL			\$0
a.	Remove and replace access cover to wet well	1	LS		\$0
b.	Pump installation, including new discharge elbows	1	LS		\$0
c.	Demolish and core existing valve vault	1	LS		\$0
d.	Discharge piping, fittings and valves replacement	1	LS		\$0
e.	Wetwell lining	1	LS		\$0
5	Lift Station #40	SUBTOTAL			\$0
a.	Demolish and core existing valve vault	1	LS		\$0
b.	Pump installation, including new discharge elbows	1	LS		\$0
c.	Discharge piping, fittings and valves replacement	1	LS		\$0
d.	Remove and replace guide rails	1	LS		\$0
e.	Wetwell lining	1	LS		\$0
6	Lift Station #42	SUBTOTAL			\$0
a.	Demolish and core existing valve vault	1	LS		\$0
b.	Pump installation, including new discharge elbows	1	LS		\$0
c.	Discharge piping, fittings and valves replacement	1	LS		\$0
d.	Remove and replace guide rails	1	LS		\$0
e.	Wetwell lining	1	LS		\$0
7	Lift Station #82	SUBTOTAL			\$0
a.	Pump installation, including new discharge elbows	1	LS		\$0
b.	Discharge piping, fittings and valves replacement	1	LS		\$0
c.	Wetwell lining	1	LS		\$0
8	Lift Station #89	SUBTOTAL			\$0
a.	Pump installation, including new discharge elbows	1	LS		\$0
b.	Discharge piping replacement	1	LS		\$0
c.	Wetwell lining	1	LS		\$0
9	Lift Station #90	SUBTOTAL			\$0
a.	New pump installation, including discharge elbows	1	LS		\$0
b.	Discharge piping replacement	1	LS		\$0
c.	New Pump Control Panel installation	1	LS		\$0
d.	Wetwell lining	1	LS		\$0
10	Lift Station #12	SUBTOTAL			\$0
a.	Demolish and remove existing concrete block building	1	LS		
b.	Install new ten (10') foot diameter wetwell riser section	1	LS		

BID SHEET
CITY OF NORTH PORT RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
c.	Furnish and install new wetwell concrete top and aluminum access cover	1	LS		
d.	Pump installation, including new discharge elbows	1	LS		
e.	Remove and replace guide rails	1	LS		
f.	Discharge piping, fittings and valves replacement	1	LS		
g.	New Pump Control Panel installation	1	LS		
h.	Wetwell lining	1	LS		
1	Mobilization/Demobilization (shall not exceed five percent (5%) of the sub-total of bid of Items 2-10)			SUBTOTAL	\$0
				TOTAL:	\$0



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 Email: purchasing@cityofnorthport.com



February 26, 2020

ADDENDUM 7

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2020-39 2019 LIFT STATION REHABILITATION PROJECT

DUE DATE February 28, 2020

City Hall, Room 302 (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter)

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 bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

At the direction of the City Manager, City Hall will be closed from 11 AM-1 PM on Friday 2/28/20 Plan Accordingly.

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.

Keith Raney

Keith Raney, CPPB, CPPO
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com

Sign above if you have already sent in your bid submittal and email to:
purchasing@cityofnorthport.com

Receipt of Addendum No. 6 shall be noted within the Bid Form in the appropriate section.
End of Addendum 7