



**City of North Port**  
**FINANCE DEPARTMENT/PURCHASING DIVISION**  
**4870 CITY HALL BLVD, STE 337**  
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**April 1, 2020**  
**ADDENDUM 1**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2020-32 Blueridge Parking Lot Improvements**

**DUE DATE April 22, 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.

**Statement: The due date has been extended from April 22, 2020 to May 6, 2020.**  
**Last day for questions is extended to April 30, 2020.**

**1Q:** Is there Fabriform being called for in this project or is it an alternate?

**1A:** No, Fabriform is not being called for.

**2Q:** If Fabriform is called for please list how to locate it in the plans for take off purposes.

**2A:** See answer to question 1.

**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*

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**Keith Raney, CPPB, CPPO**  
**Contract Administrator II**  
**Finance Department/Purchasing Division**  
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**Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.**  
**End of Addendum No.1**



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**April 27, 2020**  
**ADDENDUM 2**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2020-32 Blueridge Parking Lot Improvements**

**DUE DATE May 6, 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)**

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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.

**STATEMENT: NORTH PORT CITY HALL IS CLOSED TO THE PUBLIC. IF YOUR COMPANY IS WISHING TO SUBMIT A BID ON THIS PROJECT PLEASE MAIL IN YOUR SUBMITTAL VIA USPS, FED-EX, UPS OR ANY PACKAGE DELIVERY COMPANY THAT PROVIDES DELIVERY TRACKING OF PACKAGE THAT THE CITY CAN ACCESS. BIDS ARE TO BE TURNED IN BY MAY 6, 2020 at 2:00 PM.**

**ANOTHER ADDENDUM WILL FOLLOW ON THE REMAINING QUESTIONS AND HOW TO WATCH THE OPENING THROUGH ZOOM.**

**1Q:** Is there a specific brand or product material required for these "plastic parking blocks"?

**1A: Plastic parking blocks have been changed to concrete. See Revised Bid Form, Tech Specs and Plans issued with this addendum.**

**2Q:** Do you have to have a GC license to bid this project?

**2A: A State of Florida General Contracting license is required for this project.**

**3Q:** Are the cad files available for earthwork takeoffs?

**3A: See CAD files issued with this addendum.** Attached are the digital terrain models (DTM) in CAD for the project as requested. The numbers the contractors generate are the responsibility of the contractor, not Engineer of Record. Any discrepancies between the plans and the CAD files, the signed and sealed plans shall govern.

**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*

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**Keith Raney, CPPB, CPPO**  
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**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**

**SPECIFICATIONS**

**BID NO. 2020-32**

**Blue Ridge Park**

## INDEX OF SPECIFICATIONS

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**TP 101  
MOBILIZATION**

Mobilization shall include all items detailed in Article 101-1 of the Standard Specifications, except as amended hereinafter.

**Method of Measurement** - The quantity to be paid for under this section shall be one lump sum quantity which shall include all items described in Section 101.

**Basis of Payment** - The cost of this Bid Item shall not be permitted to exceed five percent (5%) of the sum of all other Bid Items. Article 101-2.2 of the Standard Specifications is deleted and the following is added:

The lump sum price for mobilization will be payable with the first month's partial payment except that this initial payment will be limited to 5% of the total contract amount.

Payment shall be made under:

Item No. 101-1	Mobilization	LS
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**TP 102**  
**MAINTENANCE OF TRAFFIC**

All maintenance of traffic work shall conform to the requirements of Section 102 of the Standard Specifications, except as amended hereinafter.

The road shall be kept open to two-way traffic during construction as much as practical. The contractor will not be permitted to isolate residences. Access shall be provided to all residences whenever construction interferes with the existing means of access. Detours of traffic are prohibited unless prior approval is obtained from the City. Such approval will require submittal of appropriate plans and details to the Engineer a minimum of seven working days prior to implementing the detours. The contractor shall furnish, erect and maintain barricades, warning signs, delineators, flagmen, or pilot cars in accordance with Plans and Design Standards, Index No. 600. He shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, roads, streets, residences, and garages. The contractor shall also take all necessary precautions for the protection of the work and the safety of the public, in accordance with Section 102 of the Standards Specifications.

**Method of Measurement** - The quantity to be paid for under this section shall be on a lump sum quantity which shall include all items of work described herein, in the plans, and in said Section 102.

**Basis of Payment** - The lump sum quantity for the item of maintenance of traffic shall be paid for at the contract lump sum price. Said lump sum price shall also include temporary pavement, temporary connections, driveway maintenance, temporary signing, temporary pavement marking, temporary barriers and temporary sheet piling, reset and relocate traffic signs and any other items of work incidental to providing safe access and circulation of vehicular and pedestrian traffic.

Payment shall be made under:

Item No. 102-1	Maintenance of Traffic	LS
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**TP 104**  
**PREVENTION, CONTROL, AND ABATEMENT**  
**OF EROSION AND WATER POLLUTION**

Prevention, control and abatement of erosion and water pollution shall conform to the requirements of Section 104 of the Standard Specifications, and shall produce end results as required by the rules of the Department of Environmental Regulation and other regulatory agencies having jurisdiction.

The contractor is required to present his schedules for construction of the project at the preconstruction conference as required by Article 104-5 of the Standard Specifications. This schedule shall include a complete outline for the proposed construction of any and/or all of the pollution control and erosion abatement items detailed in Section 104 of the Standard Specifications. The contractor is responsible for the implementation of the schedule after approval by the Engineer.

**Method of Measurement** - The quantity to be paid for under this section shall be a lump sum quantity which shall include all items described in Section 104 and shall include all inlet protection, tree protection, soil tracking, staked silt fence, floating turbidity barrier, or other material or equipment necessary for the prevention, control, and abatement of water pollution; preparation of a storm water pollution prevention plan (SWPPP); and all monitoring, record keeping or reporting required under the SWPPP or permit conditions as provided by law or specifically identified in the Special Provisions as being the sole or joint responsibility of the contractor. Contractor shall perform Turbidity Testing at all times while working in the water. Copies of all tests shall be provided to the city on a weekly basis.

**Basis of Payment** - Payment shall be made under:

Item No. 104-1	Erosion Control and Protection	LS
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**TP 110  
CLEARING AND GRUBBING**

All clearing and grubbing shall be performed in accordance with the requirements of Section 110 of the Standard Specifications, except as amended hereinafter. The contractor is responsible for removal of debris resulting from these clearing operations as it may exist at the site at the time of bid opening.

**Method of Measurement** - The clearing and grubbing quantity to be paid for under this section will be on a per acreage basis which shall include all items or work described herein for clearing and grubbing and in said Section 110. The removal and disposal of existing trees, fencing, pavement, including concrete driveways, quantity to be paid for under this section will be included in the clearing and grubbing item.

**Basis of Payment** - The quantity for the item of clearing and grubbing shall be paid for at the contract unit price. Said per acreage price shall include the removal and satisfactory disposal of all trees, vegetation, stumps, roots and debris, drainage pipes and structures, walls, abandoned underground utilities, and other items required to prepare the site, and for backfilling the removed drainage structures and pipe excavations. The quantity for the item of removal and disposal of existing pavement shall be paid for at the contract unit price. Paid per square yardage price shall include the removal and satisfactory disposal of all existing paving, curb, concrete slabs, driveways and sidewalks. Concrete pipe shall be carefully removed and salvaged by the Contractor. Said pipe shall be loaded onto City vehicles by the Contractor. Other drainage structures and pipe removed shall become property of the contractor, and any salvage value received from the removed items shall be reflected in the contractor's bid form.

Payment shall be made under:

Item No. 110-1	Clearing and Grubbing	LS
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**TP 120**  
**EXCAVATION, EMBANKMENT, GRADING AND DEWATERING**

All excavation, embankment, and grading work shall conform to the requirements of Section 120 of the Standard Specifications, except as amended hereinafter. In addition, said work shall conform to the requirements of Index Nos. 500 and 505 of the Florida Department of Transportation Roadway and Traffic Design Standards.

Contractor shall be responsible for obtaining dewatering permit by SWFWMD (if required) and shall allow 45 days for approval process. The contractor shall be responsible for all permit requirements related to dewatering.

**Method of Measurement** - The quantity to be paid for under this section is one lump sum price for all excavation, embankment, and grading which shall include all items of work described herein and in said Section 120, except as provided in Article 9-3.2 of the Standard Specifications.

**Basis of Payment** - The price for the various items of excavation and grading measured as provided above, shall include full compensation for all work described herein and specified in said Section 120 and shall include all excavation, roadway embankments, grading of shoulders, graded road connections, slopes, compacting as required, furnishing borrow material required, final dressing, hauling, removal and off-site disposal or on-site utilization, as directed by the Engineer, of all materials, structures, abandoned utilities, and obstructions, except for work specified to be paid for under other items of work. All existing pipe to be removed shall be disposed of off-site by the contractor.

All dewatering work performed, including permitting, will be paid for under this section as a lump sum price.

Payment shall be made under:

Item No. 120-1	Excavation, Embankment, and Grading	LS
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**TP 160**  
**TYPE B STABILIZATION**

Stabilize designated portions of the sidewalk to provide a firm and unyielding subgrade, having the required bearing value specified in the Plans. Construct a base course composed of stabilized soil which shall conform to the requirements of Section 160 of the Standard Specifications, except as amended hereinafter.

When the stabilizing is designated as Type B, the Engineer will determine compliance with the bearing value requirements by the Limerock Bearing Ratio (LBR) Method.

Prior to placing crushed concrete base the subgrade shall be stabilized with commercial stabilizing material to a depth of eight inches (8") to provide a firm and unyielding base, achieving a minimum limerock bearing ratio of 40. The stabilized subgrade shall extend 6 inches (6") beyond the base material and/or sidewalk on either side. No sidewalk concrete shall be placed until the subgrade has been accepted by the City.

**Method of Measurement** - The quantities to be paid for specifically under this section shall be the contract unit price per square yard, SY, of Type B Stabilization (LBR 40) shown in the plans, complete in place and accepted.

**Basis of Payment** - The quantities, determined as provided above, shall be paid for at the contract unit price per SY square yard of Type B Stabilization (LBR 40) listed in the bid form, which price and payment shall be full compensation for all work specified herein and in said Section 160.

Payment shall be made under:

Item No. 160-4-8	Type B Stabilization (LBR 40) (8" Thick)	SY
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**TP 285**  
**OPTIONAL BASE COURSE**

Construction of Optional Base Course shall be in accordance with Section 285 of the Standard Specifications, except as amended hereinafter.

**Method of Measurement** - The quantities to be paid for specifically under this section shall be the area, in square yards, SY, of Optional Base Course shown in the plans, complete in place and accepted.

The bid price for the concrete base will include the cost of the shell rock.

**Basis of Payment** - The quantities, determined as provided above, shall be paid for at the contract unit price per SY, square yard, of Optional Base Course listed in the bid form, which price and payment shall be full compensation for all work specified herein and in said Section 285.

Payment shall be made under:

Item No. 285-704	6" Shell Rock, LBR 100, Optional Base Group 4	SY
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**TP 334**  
**ASPHALTIC PAVEMENT**

Construction of Asphaltic Pavement shall be in accordance with Section 334 of the Standard Specifications, except as amended hereinafter.

**Method of Measurement** - The quantities to be paid for specifically under this section shall be the volume, in square yards, SY, of Asphaltic Pavement shown in the plans, complete in place and accepted.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent. There will be no separate payment or unit price adjustments for the bituminous material in the asphalt mix.

**Basis of Payment** - The quantities, determined as provided above, shall be paid for at the contract unit price per TN, Ton of Asphaltic Pavement listed in the bid form, which price and payment shall be full compensation for all work specified herein and in said Section 334.

Payment shall be made under:

Item No. 334-1-15	2" Type S12.5 Asphalt Pavement	TN
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**TP 425**  
**INLETS, MANHOLES AND JUNCTION BOXES**

The work specified in this Technical Provision consists of Construction of control structures, inlets, manholes, and junction boxes from reinforced concrete as shown in the Design Standards and the Plans. Adjust structures shown in the Plans to be adjusted or requiring adjustment for the satisfactory completion of the work.

Construction of control structures, inlets, manholes, and junction boxes shall conform to the requirements of Section 425 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated 2013, and Florida Department of Transportation Roadway and Traffic Design Standards, Indexes No. 200, 201, 205, and 280 latest edition, except as amended herein.

**Method of Measurement** - The quantities to be paid for will be per each, EA for (1) the number of control structures, inlets, manholes, junction boxes, and yard drains, completed and accepted; and (2) the number of structures of these types (including also valve boxes) satisfactorily adjusted.

**Basis of Payment** - Price and payment of new structures will be full compensation for furnishing all materials and completing all work described herein or shown in the Plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the Plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all gratings, frames, covers, and any other necessary fittings. When an item of payment for adjusting control structures, manholes, valve boxes, or inlets is provided in the bid form, price and payment will be full compensation for the number of such structures designated to be paid for under such separate items, and which are satisfactorily adjusted, at the Contract unit prices each for adjusting control structures, inlets, adjusting manholes, and adjusting valve boxes. For any of such types of these structures required to be adjusted but for which no separate item of payment is shown in the bid form for the specific type, payment will be made under the item of adjusting miscellaneous structures.

Payment shall be made under:

Item No. 425-1-529	Type C Control Structure	EA
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**TP 430**  
**PIPE CULVERTS AND STORM SEWERS**

The work specified in this Technical Provision consists of furnishing drainage pipe and mitered end sections, conforming to these specifications and the particular types, sizes and dimensions as shown on the detailed project plans. This work shall include the installation of the pipe and mitered end sections at the locations called for, in conformity with the lines and grades given, and furnishing and construction of such joints and connections to existing pipes, catch basins, inlets, manholes, walls, etc., as may be required to complete the work as indicated in the detailed project plans.

Construction of pipe culverts and storm sewers shall conform to the requirements of Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, and Florida Department of Transportation Roadway and Traffic Design Standards, Indexes No. 205, 249, 260, 270, 272, 273, and 280 latest Edition, except as amended herein.

Proposed storm sewer pipe to be connected to existing structures shall have openings cut into the existing structure without permanently damaging the structure. The opening shall be grouted watertight after installation of the pipe, and the structure shall be restored as approved by the Engineer. The cost of connections to existing structures shall be included in the price bid for the pipe.

**Joint Wrapping** - Wrap all reinforced concrete pipe joints (round and elliptical) with a geotextile fabric (Mirafi or approved equal). The fabric shall completely encircle the joint, overlap 2-1/2' and extend 2-1/2' beyond both sides of the joint. The unit cost for placement of pipe includes joint wrapping.

**Method of Measurement** - Section 430-12.1 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, is deleted and the following is added:

The quantities to be paid for under this Technical Provision shall be the length in linear feet of pipe culvert measured in place, completed and accepted. The measurement shall include the portion of pipe extending into the walls (farthest point) of the inlets, junction boxes, manholes, etc. Payment will be based upon bid quantity, except as otherwise provided in Section 9-3.2 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction latest edition.

**Basis of Payment** - If a payment item is listed in the Bid Form for work required under this Technical Provision, payment shall be made per lump sum, per lineal foot, or per each, as specified in the Bid Form.

**Pipe Culverts and Storm Sewers** - The quantities, determined as provided above, shall be paid for at the Contract unit price per linear foot of pipe culvert, of the kinds and sizes shown on the

bid form. Price and payment shall be full compensation for all work and materials required. Such prices and payments shall be full compensation for all work and materials described herein and specified in Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition , including excavation (in whatever material is encountered), dewatering, removal of unsuitable material, backfilling, and compacting around the culvert, furnishing and laying the pipe culverts, filter fabric wrap, and disposal of surplus materials. Payment for connection of proposed pipes to existing structures and replacement of pavement and base course removed for pipe trenching shall be included in these items.

Mitered end sections shall be paid for at the contract unit price each, EA for mitered end section which price and payment shall be full compensation for all pipe, grates (when required), fasteners, reinforcing, connectors, anchors, concrete (class I) sealants, collars/ jackets, coupling beads, and all work required in accordance with FDOT Roadway & Traffic Design Standards, January latest edition.

When the work described as included in the work of this Technical Provision is not specifically listed on the Bid Form the cost of performing that work shall be included in the contract unit prices for the various items of work to which it is incidental.

Payment shall be made under:

Item No. 430-175-215	12"x18" ERCP	LF
Item No. 430-982-623	12"x18" MES, CD	EA
Item No. 430-984-623	12"x18" MES, SD	EA

**TP 440  
SIDEDRAINS**

Construct sidedrains, cleanout structures, and outlet pipes. Use any one of the types of pipe listed in 440-2, unless a particular type is specifically required. Use only perforated pipe, and do not use open joints.

**Materials**

Meet the following requirements:

Concrete Pipe .....	Section 449
Filter Aggregate .....	902-4
Corrugated Steel Pipe .....	Section 943
Corrugated Aluminum Pipe .....	945-1
Polyvinyl-Chloride .....	948-1
Corrugated Polyethylene Pipe .....	948-2
Filter Fabric Sock .....	948-3
Geotextile Fabrics .....	Section 985

Use bitumized-fiber pipe only when called for in the Contract Documents.

**Excavating Trench**

Excavate the trench carefully, to the depth required to permit the pipe to be laid to the grade required, and to the dimensions shown in the Plans.

**Laying Pipe**

General: Bed the pipe firmly on the bottom of the trench, with the perforations down and joints securely made.

Protection of Drain Inlet: Protect the influent end of the pipe in a manner which will prevent any soil from entering the drain.

Connections: Make connections with prefabricated wyes, tees, elbows, etc., as required.

Sidedrain Cleanouts: Construct sidedrain cleanouts of in-line wye fittings and stub for access where called for in the Plans.

**Placing Filter Material and Backfilling**

Placing Material: After laying the pipe and obtaining the Engineer's approval, backfill the trench with filter material to the lines shown in the Plans.

Compaction of Filter Material and Protection of Pipe: Place and compact the filter material around the pipe and for the full width of the trench, in layers not exceeding 6 inches in thickness. Take special care to avoid displacement or damage to the pipe.

Backfill Above Filter Material: For all types of pipe, backfill the portion of the trench above the filter material with suitable pervious material. Place and compact the material in layers not exceeding 4 inches in thickness.

**Sidedrain Construction**

To prevent clogging of sidedrain from construction sediments, initially excavate the associated stormwater facilities to rough grade. After the contributing drainage area is stabilized, construct the sidedrains and excavate the stormwater facilities to achieve the final elevation.

**Method of Measurement**

The quantities to be paid for will be the length, in feet, of sidedrain, which includes sidedrain cleanout structures, measured in place, along the centerline and gradient of the sidedrain, completed and accepted. The quantities to be paid for will be the length, in feet, of outlet pipe measured in place, along the centerline and gradient of the outlet pipe, completed and accepted. The quantity of sidedrain inspection boxes to be paid for will be the number completed and accepted.

**Basis of Payment**

Price and payment will be full compensation for all the work, including all materials and all excavation except the volume included in the items for the grading work.

Payment will be made per linear foot of in place side drain. All work and materials incidental to construction of the side drain including all pipe, fittings, liner, filter material, aggregate, cleanouts, backfilling compaction, etc. shall be included in the pay item.

Payment shall be made under:

Item No. 440-1	Sidedrain, 6" diameter	LF
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**TP 520**  
**CONCRETE GUTTER, CURB ELEMENTS AND TRAFFIC SEPARATOR**

Construction of a minimum Type D curbing and concrete wheel stops shall be in accordance with Section 520 of the Standard Specifications, except as amended hereinafter.

**Method of Measurement** - The quantity of the Type D curbing shall be in linear footage, LF of Type D curbing, measured in-place, completed, and accepted. The quantity of the concrete wheel stops shall be individual, EA.

**Basis of Payment** - The quantities, determined as provided above, shall be paid for at the contract unit price, which price and payment shall be full compensation for all work specified hereinafter.

Payment shall be made under:

Item No. 520-2-4	Type D Curb	LF
Item No. 520-2-2S	Wheel Stops (Concrete)	EA

**TP 522  
CONCRETE SIDEWALKS & DRIVEWAYS**

Construction of a minimum thickness of four-inch thick concrete sidewalk shall be in accordance with Section 522 of the Standard Specifications, except as amended hereinafter.

Sidewalks shall be built of 3,000 psi fiber mesh or wire mesh reinforced concrete to dimensions and at locations shown on the drawings.

Fibermesh fibers, if used, will be mixed in accordance to standards set forth in ASTM C-116. Reinforcing fibers shall be used in strict accordance with the manufacturer's instructions and recommendations as to the type and amount for uniform distribution. Only fibers specifically designed and manufactured for use in concrete and so certified by the manufacturer will be acceptable.

Wire mesh reinforcement, if used, shall be 6"x6" #10 mesh, supported on appropriate chairs.

**Method of Measurement** - The quantities to be paid for under this section shall be the area in square yards, SY of concrete sidewalk, measured in-place, completed, and accepted. The quantity of the thickened edge of concrete sidewalk at locations of Bicycle/Pedestrian Aluminum Handrail, as shown in the plans, will be included under work specified in this section. The quantity of fibermesh or wire mesh reinforcement will be included under work specified in this section.

**Basis of Payment** - The quantities, determined as provided above, shall be paid for at the contract unit price per square yard for concrete sidewalk, which price and payment shall be full compensation for all work specified hereinafter.

Payment shall be made under:

Item No. 522-1	4" Concrete Sidewalk	SY
Item No. 522-2	6" Concrete	SY
Item No. 522-S	8" Shell Driveway	SY

**TP 527**  
**DETECTABLE WARNINGS ON WALKING SURFACES**

Furnish and install Detectable Warning devices on newly constructed and/or existing concrete or asphalt walking surfaces (curb ramps, sidewalks, shared-use paths, etc.) constructed in accordance with the Design Standards, Index No. 304 and as shown in the Plans. Installation of Detectable Warnings shall be in accordance with Section 527 of the Standard Specifications, except as amended hereinafter.

The contractor shall provide ADA mats as detectable warning surfaces per details and specifications at all roadway crossings.

**Method of Measurement** - Detectable Warnings applied to existing walking surfaces will be paid per each, EA location as shown in the plans where Detectable Warnings are furnished, installed and accepted.

**Basis of Payment** - Price and payment will be full compensation for all work specified in this Section, including all labor, surface preparation, materials and incidentals necessary to complete the work for Detectable Warnings installed on new and existing walking surfaces. The quantities, determined as provided above, shall be paid for at the contract unit price per each for detectable warning devices, which price and payment shall be full compensation for all work specified hereinafter.

Payment shall be made under:

Item No. 527-2	Detectable Warning Devices	EA
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**TP 530  
RIPRAP**

The requirements of this section are applicable to riprap composed of rubble (consisting of broken stone) as shown in the Design Standards and in the Plans. Construction of riprap shall be in accordance with Section 530 of the Standard Specifications, except as amended hereinafter.

**Method of Measurement** - The quantities to be paid for specifically under this section shall per square yard, SY of rip rap as shown in the plans, complete in place and accepted.

**Basis of Payment** - Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill. Include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for riprap (rubble). Price and payment will be full compensation for all work specified in this Section, including all materials and hauling. Include the cost of dressing and shaping the existing fills (or subgrade) for placing bedding stone in the Contract unit price for riprap (rubble). Include the cost of materials and installation of the geotextile fabric and fabriform in the contract unit price for riprap.

The quantities, determined as provided above, shall be paid for at the contract unit price per square yard, SY of rip rap cubic yards, listed in the bid form, which price and payment shall be full compensation for all work specified herein and in said Section 530.

Payment shall be made under:

Item No. 530-3-4	Rip Rap (average 18” Thick), incl. filter fabric	SY
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**TP 570**  
**PERFORMANCE TURF**

The establishment of a stand of grass in all disturbed areas by furnishing and placing of Bahia grass sod, fertilizing, watering and maintaining the sodded areas shall be in accordance with Section 570 of the Standard Specifications, except as amended hereinafter.

In areas where construction activities disturb private lawns or grassed areas, the contractor shall replace the existing lawn or grass with like sod. In addition, the contractor shall use like sod in all slope areas where the slope abuts existing lawns or grass areas.

No sod which has been cut for more than 72 hours may be used unless specifically authorized by the Engineer after his careful inspection thereof a letter of certification from the grassing contractor as to when the sod was cut, and what type shall be provided to the Engineer upon delivery of the sod to the job site.

**Method of Measurement** - Delete Article 570-8 of the Standard Specifications and add:

The quantity of sodding to be paid for under this section shall be the area in square yards of satisfactorily installed and accepted sodding. This price shall include the preparation of soil, fertilizing, furnishing, and installing of the sod, staking of sod on slopes steeper than 4:1, and maintenance, until accepted by the City.

During the final phase of the grading operation, the City inspector shall take soil samples from the area to be sodded to be analyzed to determine the type and rate of application of fertilizer and/or dolomitic limestone. The maximum rate of application of fertilizer and/or dolomitic limestone shall be 1,000 lbs/acre.

**Basis of Payment** - The quantity of sodding, determined as provided above, shall be paid for at the contract unit price per square yard, SY of sodding. The price and payment shall constitute full compensation for all work described herein and in Section 570 including the cost of ground preparation, fertilizing, sodding, mowing, and complete maintenance of the sodded areas until approved by the City. No additional payment will be made for replacing existing sod in private lawns with like sod.

Payment shall be made under:

Item No. 570-1-2	Sod (Bahia)	SY
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**TP 600**  
**HYDRO-SEED AND MULCH**

**Description**

The work specified in this section consists of the fertilizing, mulching and seeding of shoulders, slopes and other areas by the Hydro-seeding method as called for on the plans or as directed by the Engineer.

**Materials**

Seed - (all seed shall meet the requirements of the State Department of Agriculture)

1. Argentine Bahia - Scarified seed
2. Gulf Rye (or Brown Top Millet as approved) Note: to be used in conjunction with permanent type seeds (A) above during particular seasons when early ground cover is desired, as directed by the Engineer.

Mulch

1. The mulch material shall be wood cellulose fiber material for use in hydro-seeding slurry, especially prepared for this purpose, or an approved substitute.
2. It shall be processed in such a manner that it will contain no growth-inhibiting or germination-inhibiting factors and shall be dyed an appropriate color for readily determining the rate of spread by visual observation. It shall be manufactured in such manner that after agitation in slurry tanks, with fertilizer, grass seed and water (and with other additives which may be approved for use), the fibers in the material will readily become uniformly suspended in the solution to form a homogeneous slurry; also that when the slurry is hydraulically sprayed on the ground, the mulch material will act to form a blotter-like ground cover impregnated uniformly with grass seed, and will allow the absorption of water and permit rainfall and watering to percolate to the under-soil.

The Contractor shall, if requested, submit appropriate certification from the producer or the supplier, that the material meets all of the above requirements, based upon laboratory and field tests of the product.

The air dry weight (as defined by the Technical Association of the Pulp and Paper Industry, for wood cellulose) shall be marked on each package by the producer.

Fertilizer

1. The fertilizer to be used shall be a standard balance fertilizer, such as 6-6-6, 8-8-8 or 10-10-10, with 25 percent organic unless otherwise recommended for any particular

area as approved by the Engineer. Select acid forms of recommended fertilizer if Ph adjustment is indicated by soil tests.

#### Water

1. The water used in the grassing operations may be obtained from any approved spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth or produce obnoxious odor. Salt water shall not be used.

#### **Equipment**

The equipment for mixing the slurry and for applying the slurry over the areas to be seeded shall be especially designed for this purpose, and shall meet the approval of the Engineer. It shall be capable of applying a uniform slurry, (and of the mulch, when specified to be included), in a uniform application over the entire area to be hydro-seeded.

#### **Construction Methods**

- A. The ground areas to be hydro-seeded/mulched shall be clean earth free of tree limbs, stumps, roots, rocks, etc.
- B. Seed & Fertilizer - The proportions of seed and fertilizer used in the slurry shall be as follows or as otherwise approved by the Engineer:
  1. Gulf Rye or Brown Top Millet seed at 40 pounds per acre.
  2. Scarified Argentine Bahia seed at 100 pounds per acre.
  3. Apply fertilizer at the equivalent rate of 10 pounds of 6-6-6 per 1,000 square feet unless otherwise approved by the Engineer.
- C. Mulching - When the mulch material is to be included in the slurry mixture it shall be applied at the rate of 1,000 pounds of mulch material per acre, when the moisture content of the "air-dry" mulch does not exceed ten percent. If this moisture content exceeds ten percent a proportional increase of mulch material shall be made, as directed by the Engineer. The application of the slurry over the seeding areas shall be in accordance with the directions of the manufacturer of the hydro-seeding equipment, and as directed by the Engineer. The slurry mixture shall be maintained uniform by continuous agitation during the application.
- D. Watering - The hydro-seeded areas shall be watered so as to provide optimum growth conditions for the establishment of the grass. In no case, however, shall the period of maintaining such moisture be less than four weeks after planting.

**Maintenance**

The Contractor shall, at his expense, maintain the seeded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling and repairing of any washed or eroded areas, as may be necessary. The Engineer, at any time, may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily at no additional expense to the Owner.

**Method of Measurement**

The quantity to be paid for under this section shall be the number of square yards of hydro-seeding/mulching. The water used in the preliminary moistening of the areas to be seeded, the hydro-seeding operations (slurry) and subsequent maintenance of the seeded areas shall be included in the contract unit price for hydro-seeding/mulching.

**Basis of Payment**

The quantities, determined as provided above, shall be paid for at the contract unit price. The contract unit price per square yard shall be full compensation for all labor, materials and equipment necessary to complete the work and be accepted.

Item No. 600-1	Hydroseed and Mulch (Bahia Blend)	SY
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**TP 700  
SIGNING**

Installation of signs and the Relocation of existing signs, at the locations shown in the Plans, in accordance with the details shown in the Plans. Relocation of signs shall consist of removing the existing sign assembly and installing the sign on a new foundation shall be in accordance with Section 700 of the Standard Specifications, except as amended hereinafter.

**Method of Measurement** - The quantities to be paid for will be: The number of ground traffic signs of each designated class of assembly, complete. For the purpose of payment, a sign assembly consists of all the signs mounted on a single structure (one, two or three posts, or overhead structure) or all the signs on a bridge mounted sign structure and the sign structure.

**Basis of Payment** - Price and payment will be full compensation for furnishing and installation of all materials necessary to complete the signs in accordance with the details shown in the Plans; including sign panels complete with sheeting, painting, and message; sign posts and supports, foundations, excavation, etc.; for lighted signs, include all costs of the electrical installation for lighting, up to the point of connection by others; for flashing beacon signs, include all costs of beacons, controllers, and electrical installation, up to the point of connection by others; and all other work specified in this Section, including all incidentals necessary for the complete item.

Payment shall be made under:

Item No. 700-1-40	Single Post & Sign	EA
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**TP 710**  
**PAINTED PAVEMENT MARKINGS**

Apply new painted traffic stripes, in accordance with the Plans.

**Method of Measurement** - The quantities to be paid for under this Section will be as follows:  
(a) the length, in linear feet, of 6 inch solid white and blue traffic stripe authorized and acceptably applied.

**Basis of Payment** - Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Payment shall be made under:

Item No. 710-11-111	Painted Pavement Marking, 6" Wide (White)	LF
Item No. 710-11-421	Painted Pavement Marking, 6" Wide (Blue)	LF
Item No. 710-11-460	ADA Symbol	EA
Item No. 710-11-170	Direction Arrow (White)	EA

**TP 711**  
**THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS**

Apply new thermoplastic stop bars, or refurbish existing thermoplastic traffic stripes and markings, in accordance with the Plans.

Removal of existing stop bars as located in the plans will be incidental to work specified in this section.

**Method of Measurement** - The quantities to be paid for under this Section will be as follows:  
24” Stop Bars authorized and acceptably applied.

**Basis of Payment** - Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Payment shall be made under:

Item No. 711-11-125	24” Solid White Stripe	LF
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**TP 1001**  
**SURVEYING, STAKEOUT AND RECORD DRAWINGS**

**Lines, Grades and Construction Surveying** - The contractor shall employ a Florida licensed professional land surveyor satisfactory to the City and the Engineer to lay out the work from the bench marks, grades, dimensions, points, and lines noted on the working drawings, established at the site or supplied by the Engineer. All work of every description shall be laid out and checked by the contractor who will be held solely responsible for its correctness, and all expenses in connection with this work shall be paid for by the contractor. The work may be checked by the Engineer and, in the event of discrepancy, his decision shall be final.

No special compensation will be made to the contractor to defray costs of any work or delays occasioned by making surveys and measurements, tests, or inspections, but such costs shall be considered as having been included in the price stipulated for the several items of work to be done under contract.

In addition, all survey monuments and benchmarks which 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.

**Protection and Restoration of Property Markers and Survey Monuments** - The contractor shall be responsible for the preservation of all public and private property markers and shall protect carefully from disturbance or damage all survey monuments and property markers until locations are witnessed or otherwise referenced by his licensed Florida professional land surveyor, so the said surveyor can restore them in their original location after construction.

**Record Drawings** - During the entire construction operation, the contractor shall maintain records of all deviations from the plans and specifications and shall maintain "red-lined" record drawings showing correctly and accurately all changes and deviations from the work made during construction to reflect the work as it was actually constructed.

These drawings shall conform to recognized standards of drafting, shall be neat and legible, and shall be provided to the Engineer at times as may be required elsewhere in these specifications. As-built drawings shall be supplied to the City prior to application for final payment.

**Basis for Payment** - The work and all incidental costs specified as being covered under this division will be paid for the contract lump sum for construction surveying and survey monumentation. Payment shall be full compensation for all labor, materials and related costs to complete the work specified in this division.

The work and all incidental costs specified as being covered under this section will be paid for at the contract lump sum for record drawings.

Payment shall be full compensation for all labor, materials, and related costs to complete the

work specified in this section.

Payment shall be made under:

Item No. 1001-1	Surveying, Stakeout and Record Drawings	LS
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**TP 1050**  
**PVC DRAINAGE PIPE**

**Scope of Work**

The work shall include furnishing all material, equipment and labor for installing PVC drainage pipe as shown on the plans.

**Materials**

**Polyvinyl Chloride (PVC) Pipe; 4 - 15 inches**

- A. Polyvinyl chloride pipe shall be Type PSM conforming to ASTM Specifications D-1784 and D-3034 for 4 inches through 15 inches, latest revision, SDR 26, 13.0' foot lengths, with push-joints as designed by the Manufacturer and approved by the Engineer. Pipe as manufactured by North American Pipe Company, or approved equal in all respects. PVC pipe shall be stored on flat surfaces supported along barrel with bell free and protected from sunlight with an opaque cover.
- B. Pipe shall have depth of insertion mark on spigot end.
- C. Fittings shall be PVC, push-on joints and conform to UNI Specifications B-4-77 and strength shall be equal to or greater than PSM Type DR 35 PVC pipe, as manufactured by Scepter, J.M. Pipe Company, Certainteed, Vassallo, or approved equal in all respects. Fittings 4"-15" shall meet ASTM D3034-SDR35. Fittings shall be manufactured and furnished by the pipe supplier or approved equal and shall have bell and/or spigot configurations compatible with that of the pipe.

**Installation**

- A. The excavation and backfilling for pipe and structures shall be in accordance with that portion of Section 02222 of these specifications.
  - 1. Pipe shall be laid true to line and grade as shown on the plans. Pipe shall be laid upstream.
  - 2. Bedding surface for pipe shall be even, firm, and carefully shaped to the bottom of the pipe.
- B. Inlets and manholes shall be in accordance with the drawings. Inverts shall be carefully shaped to affect a smooth channel. All reinforcing bars for concrete shall be carefully placed and properly secured prior to pouring concrete. All concrete shall be thoroughly spaded or vibrated to insure a smooth exterior surface.

- C. Bearing surface under manholes, inlets, headwalls, etc. shall be compacted to 95 percent maximum standard density as determined by AASHTO Specification T-180, latest revision to a minimum depth of one (1) foot.
- D. Installation - Installation of PVC pipe shall be in accordance with manufacturers' recommendations.
- E. Installation of HDPE-Polyethylene drainage pipe shall be in accordance with ASTM D2321 and manufacturer's recommendations and these specifications. Coupler shall engage a minimum of two (2) corrugations on each piece of pipe.

**Final Inspection of the Stormwater System**

- A. Each storm water sewer, upon completion, or at such time as the Engineer may direct, is to be cleaned and inspected. All repairs or alterations shown necessary by these inspections shall be made; all broken or cracked pipe removed; all infiltration or exfiltration corrected; all deposits in pipe, manholes, or inlets removed; and the sewer left clean and ready for use. Each section of pipe from manhole to manhole is to show a full circle of light from either end. Each manhole shall be to the specified form and size, to the proper depth and watertight.
- B. Tolerance of the final elevations of the drainage system shall not be greater than 0.1' for control structures, windows, slots, weirs, and top of control structure grates. Tolerance of the final elevations of the drainage system shall not be greater than 0.2' for curb inlets, junction boxes, storm piping and piping at lake connections. In no case shall the storm piping be installed in reverse flow unless called for on the approved construction plans.

**Method of Measurement**

The quantities of pipe to be paid for under this section shall be the net length of pipe measured in place, complete and accepted, and paid for at the unit price for each type and size.

**Basis of Payment**

If a payment item is listed in the Bid Form for work required under this Technical Provision, payment shall be made per lineal foot as specified in the Bid Form.

All payments shall constitute full compensation for all materials, labor, and equipment necessary to complete the work, including excavation and backfill.

Payment shall be made under:

Item No. 1050-11214	PVC DRAINAGE PIPE	LF
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**TP M-1, M-2, M-3  
MISCELLANEOUS**

Construct miscellaneous items in accordance with the Plans. Wood fence will be installed in kind with existing wood mortise fence. Water meter will be relocated in accordance with City of North Port Utility Department specifications. Bike rack shall be installed, complete with concrete pad, in accordance with plans, manufactures recommendations and to the satisfaction of the City of North Port.

Removal of existing fence, water meter, backflow preventer, meter box and other appurtenances will be incidental to work specified in this section.

**Method of Measurement** - The quantities to be paid for under this Section will be as follows:

Wood Fence installed and accepted by the City per linear foot.  
Water Service/Meter/Backflow preventer relocated, per lump sum bid price.  
Bike Rack, with Concrete Pad, per each.

**Basis of Payment** - Prices and payments will be full compensation for all work specified in this Section, including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

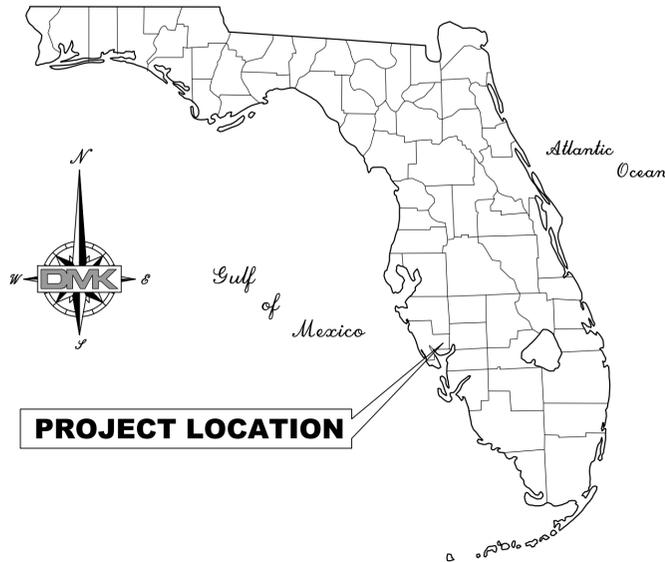
Payment shall be made under:

Item No. M-1	Wood Fence (Mortise)	LF
Item No. M-2	Water Service/Meter/ Backflow Preventer	LS
Item No. M-3	Bike Rack with Concrete Pad	EA

# CITY OF NORTH PORT BLUE RIDGE PARK PARKING LOT



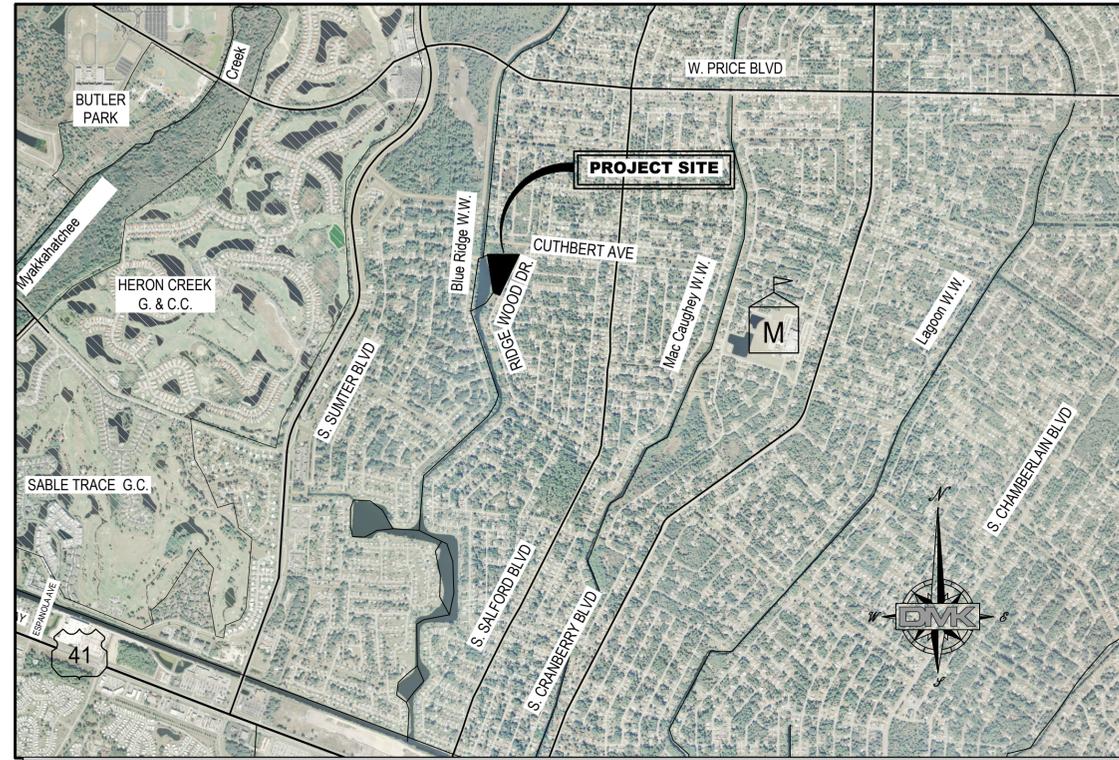
## CITY OF NORTH PORT SARASOTA COUNTY, FLORIDA



**UTILITY NOTIFICATION**  
UTILITY LOCATIONS DEPICTED WITHIN THIS CONSTRUCTION PLAN SET HAVE BEEN COMPILED FROM FIELD MEASUREMENTS AND DOCUMENTS SUPPLIED BY THE VARIOUS UTILITY COMPANIES. THE ENGINEER MAKES NO CLAIM TO THE ACCURACY OF THE UTILITY LOCATIONS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES AND IS RESPONSIBLE FOR VERIFYING THE DEPTHS AND FIELD LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. ACTUAL UTILITY LOCATIONS AND DEPTHS MAY VARY FROM THOSE DEPICTED WITHIN THIS CONSTRUCTION PLAN SET. PROTECTION OF ALL UTILITIES WITHIN THE AREA OF CONSTRUCTION AND ALL COSTS TO REMEDY DAMAGES TO EXISTING UTILITIES AND DISTURBED AREAS SHALL BE BORNE BY THE CONTRACTOR.

**UTILITY CONTACTS:**

CITY OF NORTH PORT UTILITIES	DARRELL SMITH (941) 240-8021
CITY OF NORTH PORT PUBLIC WORKS	STEVE PLATT (941) 628-8022
COMCAST	GARY HILL (941) 342-3586
TECO: PEOPLES GAS	DANNY SHANAHAN (941) 342-4006
FRONTIER:	DENISE HUTTON (941) 906-6722
FLORIDA POWER & LIGHT	DAVID ALVAREZ (941) 423-4909



**LOCATION MAP**  
N.T.S.

**2155 RIDGEWOOD DR., NORTH PORT FL., 34287**

PID No.0989-02-9821  
PORTIONS OF SECTIONS 28 & 27, TOWNSHIP 39S, RANGE 21E

**INDEX OF DRAWINGS**

- 1.0 COVER SHEET
- 1.1 GENERAL NOTES, ABBREVIATIONS, AND LEGEND SHEET
- 1.2 BEST MANAGEMENT PRACTICES NOTES AND DETAIL SHEET
- 1.3 BEST MANAGEMENT PRACTICES PLAN SHEET
- 2.0 EXISTING CONDITION , BENCH MARKS & 2017 AERIAL PHOTO SHEET
- 2.1 SITE DEMOLITION, TREE REMOVAL AND UTILITY ADJUSTMENT SHEET
- 2.2 HORIZONTAL CONTROL PLAN SHEET
- 2.3 GRADING AND DRAINAGE PLAN SHEET
- 2.4 PROJECT SECTIONS SHEET
- 2.5 OUTFALL CONTROL STRUCTURE AND PROJECT DETAIL SHEET
- 2.6 SIDEWALK TYPICAL SECTION, SPECIFICATION AND DETAIL SHEET
- 2.7 MORTISE FENCE AND BIKE RACK DETAIL SHEET
- BM-1 PRE-DEVELOPMENT AND POST-DEVELOPMENT DRAINAGE BASIN MAPS

**NOTE:**

ORIGINAL CONSTRUCTION DRAWINGS PROVIDED BY DMK ASSOCIATES, INC. FOR THE CITY OF NORTH PORT ARE DRAWN TO SCALE AS SHOWN. HOWEVER THE SCALE OF THESE PLANS MAY CHANGE DUE TO REPRODUCTION AND THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

**PROJECT STANDARDS:**

THESE PLANS COMPLY WITH ALL APPLICABLE STANDARDS, INCLUDING THE MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS.

THESE PLANS ARE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (A.D.A.) MANUAL, AND CHAPTER II IF THE FLORIDA BUILDING CODE / FLORIDA ACCESSIBILITY CODE.

THESE PLANS ARE IN COMPLIANCE WITH THE FLORIDA ACCESSIBILITY CODE AT CURBS, GUTTERS, SIDEWALKS, INTERSECTIONS, ETC.

THESE PLANS ARE IN COMPLIANCE WITH THE CITY OF NORTH PORT UNIFIED LAND CODE (ULDC).

**GOVERNING STANDARDS AND SPECIFICATIONS:**

CITY OF NORTH PORT ULDC. FLORIDA ADA ACCESSIBILITY CODE.

**SURVEY HORIZONTAL & VERTICAL CONTROL NOTES:**

- 1. **HORIZONTAL DATUM:** NAD 83 (90), FLORIDA STATE PLANE COORDINATES, WEST ZONE.
- 2. **VERTICAL DATUM:** NAVD 1988.

**CITY COMMISSIONERS:**

VANESSA CARUSONE,  
CHRISTOPHER HANKS, MAYOR  
DEBBIE McDOWELL, VICE-MAYOR  
PETE EMRICH  
JILL LUKE

DISTRICT 1  
DISTRICT 2  
DISTRICT 3  
DISTRICT 4  
DISTRICT 5

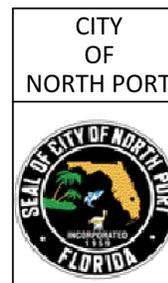
**CITY MANAGER:**

PETER LEAR



**ENGINEERING OFFICE:**  
421 COMMERCIAL COURT, SUITE C  
VENICE, FLORIDA 34292  
P: (941) 412-1293  
F: (941) 412-1043  
info@dmkassoc.com

**SURVEYING OFFICE:**  
4315 S. ACCESS ROAD  
ENGLEWOOD, FLORIDA 34224  
P: (941) 475-6596  
F: (941) 475-1881  
info@dmkassoc.com



**PREPARED FOR:  
CITY OF NORTH PORT**

4970 CITY HALL BLVD.  
NORTH PORT, FLORIDA. 34286  
P: (941) 240-8320  
F: (941) 240-8063  
CHERYL GRIENER,  
MANAGEMENT ANALYST

*ENGINEER OF RECORD*  
TIMOTHY E. ROANE, P.E.  
FLORIDA LICENSE No. 63113  
C.A. No. 3943

**GENERAL NOTES:**

- CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY AND ALL FIELD CONDITION(S) THAT WILL PREVENT THE CONSTRUCTION OF ANY ELEMENT OF THE PROPOSED PROJECT IN ACCORDANCE WITH THE DESIGN STANDARDS AND APPROVED CONSTRUCTION DOCUMENTS FOR THIS PROJECT. IN ALL INSTANCES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO ANY INSTALLATION OF WORK. IF CONTRACTOR ELECTS TO INSTALL ANY WORK WHICH DEVIATES FROM THE APPROVED CONSTRUCTION DOCUMENTS WITHOUT PRIOR WRITTEN APPROVAL BY THE ENGINEER, THEN THE COST OF REMOVAL, REPAIR, REDESIGN AND/OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS SAID WORK IS ACCEPTED AS AN AS-BUILT DEVIATION BY THE CITY OR THE ENGINEER. IN NO CASE SHALL THE CITY OR ENGINEER BE RESPONSIBLE FOR THE COST OF REMOVAL, REPAIR, REDESIGN AND/OR REPLACEMENT OF ANY WORK THAT DEVIATES FROM THE DESIGN STANDARDS AND APPROVED CONSTRUCTION DOCUMENTS FOR THIS PROJECT.
- ALL NEW STORM DRAIN LINES AND ASSOCIATED COMPONENTS SHALL BE CONSTRUCTED TO ALIGNMENT AND LOCATION AS SHOWN IN THE PLANS UNLESS OTHERWISE DIRECTED BY ENGINEER.
- ALL REINFORCED CONCRETE PIPE (RCP), & ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP) SHALL BE CLASS III PIPE PER SECTION 430 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- ALL ERCP SHALL BE INSTALLED WITH THE LONGITUDINAL AXIS PLACED HORIZONTALLY UNLESS NOTED OTHERWISE.
- ALL EARTHWORK AND COMPACTION SHALL BE INSPECTED BY THE ENGINEER OR DULY APPOINTED REPRESENTATIVE, PRIOR TO FILLING OR CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY, PRIOR TO BIDDING, TO INSPECT THE JOB SITE AND TO BE TOTALLY FAMILIAR WITH THE PLANS AND THEIR INTENT.
- THE CONTRACTOR SHALL PROVIDE CERTIFIED RECORD INFORMATION THAT MEET THE CITY OF NORTH PORT PERMIT REQUIREMENTS TO THE ENGINEER.
- CONTRACTOR SHALL MAINTAIN SLOPES AND SOD UNTIL COMPLETION AND ACCEPTANCE OF TOTAL PROJECT OR GROWTH IS ESTABLISHED. UNTIL ACCEPTANCE, ALL EROSION, SILTATION AND MAINTENANCE OF GRADES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- IT IS THE INTENT OF THE CITY OF NORTH PORT TO SAVE ALL EXISTING TREES IN THE PROJECT LIMITS WHERE FEASIBLE. CONTRACTOR SHALL PROVIDE THE NECESSARY MEASURES TO ENSURE TREES ARE PROTECTED DURING CONSTRUCTION.
- WHERE EXCAVATIONS ARE IN CLOSE PROXIMITY OF TREES, THE CONTRACTOR SHALL USE EXTREME CARE IN NOT DAMAGING THE ROOT SYSTEM. NO EQUIPMENT, SUPPLIES, OR VEHICLES SHALL BE STORED OR PARKED WITHIN THE DRIP LINES OF THE TREES TO REMAIN AND BE PRESERVED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL EMPLOYEES AND SUBCONTRACTORS OF THIS REQUIREMENT AND TO ENFORCE SAME.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING CONSTRUCTION TO CONTROL EROSION AND PREVENT THE TRANSPORT OF SEDIMENT TO SURFACE WATERS, STORM DRAINS AND/OR ADJACENT PROPERTIES. SILT SCREENS, AND/OR FILTER FABRIC, OR OTHER STANDARD EROSION CONTROL DEVICES SHALL BE PROVIDED IN ACCORDANCE WITH F.D.O.T. STANDARDS. EROSION CONTROL DEVICES (E.G. SILT SCREENS, TURBIDITY CURTAINS) SHALL BE INSTALLED AND MAINTAINED IN LOCATIONS INDICATED ON THE CONSTRUCTION PLANS OR ADDITIONALLY AT LOCATIONS WHERE CONSTRUCTION ACTIVITIES OR UNSTABILIZED SOILS HAVE THE POTENTIAL TO BE TRANSPORTED INTO AND/OR RESULT IN SEDIMENTATION OR TURBIDITY ENTERING WATERWAYS, WATER BODIES, WETLANDS, OR PRIVATE PROPERTIES.
- CONTRACTOR SHALL MAINTAIN TRAFFIC IN ACCORDANCE WITH FDOT INDEX 600 (2017/2018) AND THE CITY OF NORTH PORT STANDARDS.
- CONTRACTOR SHALL SPRINKLE OR OTHERWISE APPLY WATER TO EXPOSED CONSTRUCTION AREAS TO CONTROL SIGNIFICANT EROSION AND FUGITIVE DUST.
- ALL CLEARING, GRUBBING AND CONSTRUCTION DEBRIS TO BE REMOVED FROM SITE AND PROPERLY DISPOSED.
- THE REMOVAL OF ANY EXISTING STRUCTURES OR STORM SEWERS, HEADWALLS ETC., SHALL BE CONSIDERED INCIDENTAL WORK AND NO ADDITIONAL COMPENSATION SHALL BE MADE FOR THESE ITEMS.
- EXISTING SIGNS IN THE SIDEWALK ALIGNMENT ARE TO BE REMOVED AND REPLACED AT AN APPROVED LOCATION. TEMPORARY SIGNAGE MAY BE REQUIRED PRIOR TO PERMANENT SIGN PLACEMENT.
- IF A CITY OF NORTH PORT-OWNED SIGN IS TO BE REMOVED, COORDINATE RETURNING THE CITY OF NORTH PORT PROPERTY WITH THE PUBLIC WORKS DEPARTMENT AT 941-240-8050.
- ALL SIGNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH MUTCD CRITERIA FOR SIGN SIZE, SHAPE, LETTERING DIMENSIONS AND REFLECTIVITY.
- THE CONTRACTOR SHALL COORDINATE RELOCATION OF ALL AFFECTED UTILITIES WITH THE APPROPRIATE UTILITY COMPANIES.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES, SHOWN IN PLANS, HAVE BEEN APPROXIMATED AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES PRIOR TO COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. CALL SUNSHINE STATE ONE CALL FLORIDA, INC. @ (PHONE No. 811), 48 HOURS BEFORE YOU DIG.
- IF UTILITY POLES, GUY WIRES, CATV BOXES, COMMUNICATION SPLICE BOXES, OR OTHER UTILITY OBSTRUCTIONS LOCATED IN THE AREA WHERE SIDEWALKS AND DRIVEWAYS ARE TO BE CONSTRUCTED, THEN THE ENGINEER SHALL BE NOTIFIED, IF THEY PRESENT UNUSUAL PROBLEMS. ALL WATER AND SEWER VALVE BOXES, METER BOXES, BACKFLOW PREVENTERS AND AIR RELEASE VALVES ARE TO BE ADJUSTED TO FINISHED GRADE BY THE CONTRACTOR.
- SOD SHALL BE LAID AT BACK OF CURB, PAVEMENT EDGES, SWALES, INLETS, MITERED ENDWALLS, AND DETENTION AREAS AS SHOWN IN DETAILS OR AS DIRECTED BY THE ENGINEER, AND IN ALL AREAS DISTURBED BY THE WORK THAT IS NOT UNDER THE SIDEWALK
- ALL AREAS DISTURBED BY CONSTRUCTION ARE TO BE SODDED WITHIN 7 CALENDAR DAYS TO PREVENT EROSION
- ALL PROPOSED GROUND ELEVATIONS ARE FINISHED SOD ELEVATIONS. FINISH GRADING SHALL BE 0.2 FEET LESS THAN ELEVATIONS SHOWN TO ALLOW FOR THICKNESS OF SOD.
- ALL TYPE B (CONCRETE, BROKEN ASPHALT, ROCKS), TYPE C (VEGETATIVE LAND CLEARING DEBRIS), OR TYPE D (REFUSE, PLASTIC, WOOD, METAL, ETC.) FILLS GENERATED BY THE PROJECT SHALL BE DISPOSED OF AT A PERMITTED LANDFILL OR RECYCLE FACILITY. ALL EXCESS TYPE A (CLEAN EARTHEN MATERIAL) SHALL BE HAULED TO A PERMITTED LANDFILL, CITY OWNED PROPERTY, OR SITE AUTHORIZED UNDER A BUILDING PERMIT, EARTH MOVING PERMIT, OR CONSTRUCTION PLAN APPROVAL TO RECEIVE FILL.
- DURING THE PROJECT, ALL CLEARING AND STOCKPILING OF FILLS SHALL BE CONTAINED WITHIN THE CITY OF NORTH PORT RIGHTS-OF-WAY, OR WITHIN DESIGNATED CONSTRUCTION EASEMENTS. TEMPORARY STOCKPILING OF ANY TYPE A, B, C, OR D FILLS UPON PRIVATE PROPERTIES REQUIRES AUTHORIZATION FROM THE CITY OF NORTH PORT IN THE FORM OF AN EARTH MOVING PERMIT OR TEMPORARY CONSTRUCTION EASEMENT.
- IT IS THE CONTRACTORS RESPONSIBILITY TO BARRICADE AREAS UNDER CONSTRUCTION PURSUANT TO MAINTENANCE OF TRAFFIC PLANS OR AS OTHERWISE APPROVED FOR USE.
- PLEASE NOTE THAT ON PLANS, POSITIVE DRAINAGE SHALL BE PROVIDED FOR ALL ADJACENT PROPERTIES AND MAINTAIN ALL HISTORIC OFFSITE FLOW PATTERNS.
- A TREE PERMIT WILL BE REQUIRED PRIOR TO ANY CONSTRUCTION, NATIVE VEGETATIVE REMOVAL WITHIN THE DRIP LINE OF A TREE, AND/OR TREE REMOVAL.
- ANY WELLS DISCOVERED DURING EXCAVATION, EARTHMOVING OR CONSTRUCTION MUST BE REPORTED TO THE SARASOTA COUNTY HEALTH DEPARTMENT ENVIRONMENTAL HEALTH WITHIN 24 HOURS OF DISCOVERY.

**GENERAL NOTES (CONTINUED):**

- ALL WELLS ON SITE SHALL BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL REGULATIONS.
- ALL CONCRETE DRAINAGE STRUCTURES AND PIPES SHALL BE CONSTRUCTED WITH 3,000 PSI CONCRETE.
- ALL DRAINAGE PIPE JOINTS SHALL BE WRAPPED PER 201 AND 280, (2017/2018).
- CONSTRUCTED SIDEWALK SHALL BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE FLORIDA ACCESSIBILITY CODE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AREAS FOR STAGING AND STOCKPILING CONSTRUCTION MATERIALS AND WASTE OVERBURDEN INCLUDING APPROPRIATE EROSION AND SEDIMENTATION CONTROL DEVICES AND BEST MANAGEMENT PRACTICES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER HANDLING AND DISPOSAL OF CONTAMINATED SOILS IN ACCORDANCE WITH ALL STATE AND FEDERAL LAWS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING DEWATERING PERMIT BY SWFWMD (IF REQUIRED) AND SHALL ALLOW 45 DAYS FOR APPROVAL PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL PERMIT REQUIREMENTS RELATED TO DEWATERING. ALL WORK PERFORMED, INCLUDING PERMITTING, WILL BE INCIDENTAL TO THE PAYMENT ITEMS OF STANDARD SPECIFICATIONS, SECTION 120, EXCAVATION, EMBANKMENT AND GRADING.
- IF A GOPHER TORTOISE (OR ITS EVIDENCE, SUCH AS BURROWS,...) IS OBSERVED DURING CONSTRUCTION, ALL CLEARING AND EARTHMOVING ON-SITE SHALL CEASE. THE CONTRACTOR SHALL CONSULT WITH THE FWC AND/OR US FISH AND WILDLIFE SERVICE REGARDING NECESSARY PROTECTION MEASURES AND PROVIDE EVIDENCE OF SUCH CONSULTATION TO THE CITY PRIOR TO RESUMING WORK.
- EXTERIOR METAL TO BE PAINTED NORTH PORT CITY CENTER GREEN OR TO THE COLOR OF APPROPRIATE ACTIVITY CENTER.
- IT IS THE DEVELOPERS RESPONSIBILITY TO ENSURE THE PROJECT ADHERES TO ALL CITY, STATE, AND FEDERAL STANDARDS
- STANDARD PARKING LOT STRIPING SHALL COMPLY WITH SECTION 710 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- ALL OTHER PAVEMENT MARKING STRIPING SHALL COMPLY WITH SECTION 711 OF THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
- A RIGHT OF WAY USE PERMIT IS REQUIRED FOR THE INSTALLATION OF THE DRIVEWAY PIPES ALONG RIDGEWOOD DRIVE.
- CONTRACTOR SHALL ADHERE TO ALL CONDITIONS OF APPROVAL PERMITTING TO THE CITY OF NORTH PORT DEVELOPMENT ORDER.

**MANDATORY PRE-CONSTRUCTION MEETING NOTES:**

- A MANDATORY PRE-CONSTRUCTION MEETING MUST BE HELD PRIOR TO SUBMITTING AN APPLICATION TO THE BUILDING DIVISION FOR A BUILDING PERMIT PRIOR TO ANY LAND CLEARING OR PROJECT CONSTRUCTION ACTIVITIES. THE FOLLOWING MUST BE PROVIDED TO THE PLANNING DIVISION BEFORE A PER-CONSTRUCTION MEETING CAN BE SCHEDULED.
  - APPROVED DEVELOPMENT ORDER.
  - DEVELOPMENT BOND IF REQUIRED (CONTACT CITY OF NORTH PORT DEPARTMENT OF PUBLIC WORKS @ 941-240-8050.)
  - A COPY OF THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD) ENVIRONMENTAL RESOURCE PERMIT (ERP) AND A COPY OF THE FINAL SWFWMD APPROVED STAMPED SET OF PLANS.
  - IF REQUIRED, A COPY OF THE DEWATERING PLAN AND PROOF OF ACCEPTANCE BY SWFWMD.
  - GOPHER TORTOISE SURVEY IF THE LAST SURVEY WAS OLDER THAN 90 DAYS. IF GOPHER TORTISE RELOCATION IS NEEDED, PROVIDE A COPY OF FWCC PERMIT AND THE AFTERACTION REPORT THAT SHOWS THE NUMBER OF GOPHER TORTOISE RELOCATED.
  - FOR ALL CONSTRUCTION SITES 1 ACRE OF LAGER, PROVIDE A COPY OF THE NPDES STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND A COPY OF TEH RESPONCE LETTER FORM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION THAT THEY HAVE RECEIVED THE NOTICE OF INTENT (NOI) TO USE THE CONSTRUCTION GENERAL PERMIT (CGP).
  - PROOF OF THE CONCENTRATORS TRAINING ON BEST MANAGEMENT PRACTICES SUCH AS THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) EROSION SEDIMENTATION AND EROSION CONTROL CERTIFICATE IF AVAILABLE.

THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING THE PRE-CONSTRUCTION MEETING BY CONTACTING THE STORMWATER MANAGER ELIZABETH WONG @ 941-240-8321 OR BY E-MAIL ewong@cityofnorthport.com.

**HISTORY CENTER NOTES:**

THE FOLLOWING REQUIREMENTS APPLY TO ALL BUILDING CONSTRUCTION OR ALTERATION, OR LAND ALTERATION ACTIVITIES.

- IF EVIDENCE OF THE EXISTENCE OF CULTURAL RESOURCES IS DISCOVERED OR OBSERVED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITIES AFTER FINAL APPROVAL, ALL WORK SHALL CEASE IN THE AREA OF EFFECT AS DETERMINED BY THE DIRECTOR. THE DEVELOPER, OWNER, CONTRACTOR, OR AGENT THEREOF SHALL NOTIFY THE DIRECTOR OF HISTORICAL RESOURCES WITHIN TWO WORKING DAYS. EXAMPLES OF SUCH EVIDENCE MAY INCLUDE WHOLE OR FRAGMENTARY STONE TOOLS, SHELL TOOLS, ABORIGINAL OR HISTORIC POTTERY, HISTORIC GLASS, HISTORIC BOTTLES, BONE TOOLS, HISTORIC BUILDING FOUNDATIONS, SHELL MOUNDS, SHELL MIDDENS, OR SAND MOUNDS. THE DIRECTOR SHALL ASSESS THE SIGNIFICANCE OF THE FINDS WITHIN THREE WORKING DAYS OF NOTIFICATION AND TO MITIGATE ANY ADVERSE EFFECTS SO AS TO MINIMIZE DELAYS TO DEVELOPMENT ACTIVITIES.
- IF ANY HUMAN SKELETAL REMAINS OR ASSOCIATED BURIAL ARTIFACTS ARE DISCOVERED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITY, ALL WORK IN THAT PARTICULAR AREA MUST CEASE, AND THE PERMITTEE MUST IMMEDIATELY NOTIFY THE NEAREST LAW ENFORCEMENT OFFICE AND NOTIFY THE DIRECTOR OF HISTORICAL RESOURCES WITHIN TWO WORKING DAYS. ACCORDING TO CHAPTER 872, FLORIDA STATUTES, IT IS UNLAWFUL TO DISTURB, VANDALIZE, OR DAMAGE A HUMAN BURIAL..

**WATER RESOURCE NOTES:**

- EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs) IN ADDITION TO THOSE PRESENTED ON THE PLANS AND OUTLINED IN THE EROSION AND SEDIMENT CONTROL PLAN (ECP) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE IMPLEMENTED AS NECESSARY TO PREVENT TURBID DISCHARGES FROM FLOWING ONTO ADJACENT PROPERTIES OR ROADWAYS, OFF SITE STORMWATER CONVEYANCES OR RECEIVING WATERS, OR ON SITE WETLANDS AND SURFACE WATERS. BMPs SHALL BE DESIGNED, INSTALLED, AND MAINTAINED BY THE SITE OPERATOR TO ENSURE THAT OFF SITE SURFACE WATER QUALITY REMAINS CONSISTENT WITH STATE AND LOCAL REGULATIONS. [THE OPERATOR IS THE ENTITY THAT OWNS OR OPERATES THE CONSTRUCTION ACTIVITY AND HAS AUTHORITY TO CONTROL THOSE ACTIVITIES AT THE PROJECT NECESSARY TO ENSURE COMPLIANCE.]
- THE OPERATOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION, OR EMISSIONS OF UNDEFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62-296.320(4)(C)1, F.A.C., BY TAKING APPROPRIATE MEASURES TO STABILIZE AFFECTED AREAS.
- FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ENTER STORMWATER DRAINS OR WATERBODIES, OR FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ARE IN EXCESS OF 25 GALLONS SHALL BE CONTAINED, CLEANED UP, AND IMMEDIATELY REPORTED TO PUBLIC WORKS (941) 240-8050. SMALLER GROUND SURFACE SPILLS SHALL BE CLEANED UP AS SOON AS PRACTICAL.
- IF CONTAMINATED SOIL AND/OR GROUNDWATER IS DISCOVERED DURING DEVELOPMENT OF THE SITE, ALL ACTIVITY IN THE VICINITY OF THE CONTAMINATION SHALL IMMEDIATELY CEASE, AND PUBLIC WORKS SHALL BE CONTACTED (941) 240-8050.

**ABBREVIATIONS:**

NOTE: THE PERIOD MAY OR MAY NOT BE SHOWN IE. ASOP OR A.S.O.P.

@	=	AT	MH	=	MANHOLE
ASOP	=	AS SHOWN ON PLANS	MIN	=	MINIMUM
ASTM	=	AMERICAN STD TESTING AND MATERIAL	N	=	NORTH
BFP	=	BACK FLOW PREVENTION DEVICE	No	=	NUMBER
BOSI	=	BACK OF SIDEWALK INLET	NWL	=	NORMAL WATER LINE
CA	=	CERTIFICATION	NTS	=	NOT TO SCALE
CL	=	CENTERLINE	O/C	=	ON CENTER
CO	=	CLEANOUT	PGL	=	PROFILE GRADE LINE
CONC	=	CONCRETE	PREF	=	PREFERRED
CoNP	=	CITY OF NORTH PORT	PROJ	=	PROJECT
CR	=	COUNTY ROAD	PSI	=	POUNDS PER SQUARE INCH
CY	=	CUBIC YARD	PVMT	=	PAVEMENT
(C)	=	CALCULATED	R	=	RADIUS
DBI	=	DITCH BOTTOM INLET	RCP	=	REINFORCED CONCRETE PIPE
DEPT	=	DEPARTMENT	REQ'D	=	REQUIRED
DHWL	=	DESIGN HIGH WATER LINE	R/W	=	RIGHT OF WAY
DIA	=	DIAMETER	S	=	SOUTH
DR	=	DESIGN RATIO	SCB	=	SIGNAL CONTROL BOX
E	=	EAST	SDR	=	SIZE DESIGN RATIO
EA	=	EACH	SF	=	SILT FENCE
ESMT	=	EASEMENT	SHLDR	=	SHOULDER
EL	=	ELEVATION	SHWT	=	SEASONAL HIGH WATER TABLE
FF	=	FINISHED FLOOR	SR	=	STATE ROUTE
FDC	=	FIRE DEPARTMENT CONNECTION	STD	=	STANDARD
FDOT	=	FLORIDA DEPARTMENT OF TRANS	SQ YD	=	SQUARE YARD
FLA	=	FLORIDA	S/W	=	SIDEWALK
FS	=	FIRE SERVICE	TEMP	=	TEMPORARY
FT	=	FOOT/FEET	TB	=	TO OF BANK
FW	=	FIRE MAIN	TCB	=	TRAFFIC CONTROL BOX
GA	=	GAUGE	TK	=	THICK
GB	=	GRADE BREAK	TRANS	=	TRANSPORTATION
HORIZ	=	HORIZONTAL	TRNS	=	TRANSITION
HP	=	HIGH POINT	TRVL	=	TRAVEL
IN	=	INCHES	TS	=	TOE OF SLOPE
INSTAL	=	INSTALLATION	TYP	=	TYPICAL
INV	=	INVERT	T-V-L	=	TREATMENT VOLUME LINE
LB	=	LAND SURVEYING BUSINESS	UNK	=	UNKNOWN
LIC	=	LICENSE	W	=	WEST
LF	=	LINEAR FOOT	W/	=	WITH
M	=	METER	WM	=	WATER MAIN
MAX	=	MAXIMUM	WWF	=	WELDED WIRE FABRIC
MES	=	MITERED END SECTION	VAR	=	VARIES
M-EX	=	MATCH EXISTING	VERT	=	VERTICAL

**SURVEY ABBREVIATIONS AND LEGEND:**

ABBREVIATIONS:

Alum.	=	Aluminum	(P)	=	Plot Data
Bldg.	=	Building	P.C.	=	Point of Curvature
B.M.	=	Bench Mark	P.C.C.	=	Point of Compound Curvature
(C)	=	Calculated data	P.C.P.	=	Permanent Control Point
C.	=	Chord dimension	P.I.	=	Point of Intersection
C.B.S.	=	Concrete Block and Stucco	P.K.	=	PARKER-KALON
C.M	=	Concrete Monument	P.O.B.	=	Point of Beginning
Conc.	=	Concrete	P.O.C.	=	Point of Commencement
(A)	=	Deed data	P.O.L.	=	Point on Line
D.N.R.	=	Department of Natural Resources	P.O.T.	=	Point of Terminus
D.O.T.	=	Department of Transportation	P.R.C.	=	Point of Reverse Curvature
Drain.	=	Drainage	P.R.M.	=	Permanent Reference Monument
Dsc.	=	Description data	P.T.	=	Point of Tangency
El.	=	Elevation	R.	=	Radius
Es/mt	=	Easement	R/W	=	Right-of-Way
Fin. Fl.	=	Finished Floor	S.F.	=	Square Feet
Find.	=	Found	Sta.	=	Station
INV.	=	Invert	T.B.M.	=	Temporary Bench Mark
I.P.	=	Iron Pipe	Typ.	=	Typical
I.R.	=	Iron Rod	(U)	=	Unrecorded data
L.B.	=	Land Surveying Business	U.S.G.S.	=	United States Geodetic Survey
(M)	=	Measured Data	Util.	=	Utility
N.A.V.D.	=	North American Vertical Datum	WTWY	=	Waterway
N.G.V.D.	=	National Geodetic Vertical Datum	Δ	=	Delta
O.R.	=	Official Records	CL	=	Centerline
			Ⓛ	=	Property Line

LEGEND:

Legend symbols are not to scale and are for graphic I.D. only.

■	=	Found 4"x4" Concrete Monument (number noted if any)	Ⓞ	=	Sewer Cleanout	⦿	=	Light Pole
●	=	Found No. 5 Rebar (I.D. noted if any)	WS	=	Water Service	Ⓜ	=	Street Light Box
▲	=	Found P.K. Nail and Disc (I.D. noted if any)	W	=	Well/Monitor/Irrigation	⊗	=	Ground Light
▽	=	Spot Elevation	SS	=	Sanitary Sewer Manhole	Ⓜ	=	Backflow Preventer
□	=	Set 4"x4" Concrete Monument with Cap L.B. #3943	S	=	Storm Manhole	—//—	=	Overhead Utility Line
△	=	Set No. 5 Rebar with Cap L.B. #3943	MH	=	Miscellaneous Manhole	—X—	=	Barb Wire or Wire Fence
⊗	=	Set Mag. Nail and Disc L.B. #3943	ES	=	Electric Service	—○—	=	Chain Link Fence
⊗	=	Utility Box	E	=	Electric Hand Hole/Manhole	—□—	=	Wooden Fence
●	=	Utility Pole	T	=	Telephone Riser/Hand Hole	—WTR—	=	Buried Water Line
↓	=	Guy Wire Anchor	Ⓣ	=	Telephone	—TEL—	=	Buried Telephone Line
⊗	=	Water Meter	TV	=	Cable TV	—SEW—	=	Buried Sanitary Sewer
⊗	=	Water Valve	Ⓜ	=	Mail Box	—ELEC—	=	Buried Electric Line
⊗	=	Sewer Valve	Ⓜ	=	Road Sign	—RW—	=	Buried Reuse Water Line
⊗	=	Sewer Service				—GAS—	=	Buried Gas Line
⊗	=	Fire Hydrant				—SF—	=	Silt Fence

Drawing name: F:\Projects\2015\15-0194 North Port EOR Agrmt 2015-36\15-0194-16 Blue Ridge Park Parking\DWG\15-0194-16-COVER.dwg Tab: 1.1 Date Printed: Thu, 27 Feb 2020 - 3:23pm

NO.	REVISION	DATE	BY
1	REVISED DOT REFERENCES IN GENERAL NOTES	02-27-20	RMS



**DMK ASSOCIATES**  
ENGINEERS ■ SURVEYORS  
421 Commercial Court, Suite C, Venice, Florida 34292  
Phone (941)412-1293, Fax (941)412-1043  
Certificate of Authorization No. 3943

DATE	8/26/2019	CKD BY	DATE
DRAWN	RMS	TER	8/26/2019
DESIGN	TER/RMS	TER	8/26/2019
SCALE	@ 22x34"	DMK NO. 15-0194-16	

**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS  
GENERAL NOTES, ABBREVIATIONS, AND  
LEGEND SHEET**

ENGINEER OF RECORD  
TIMOTHY E. ROANE P.E.  
STATE OF FLORIDA NO. 63113

SHEET No.  
**1.1**

**EROSION CONTROL NOTES**

**1. GENERAL**

THE CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, TOOLS, MATERIALS AND SERVICES NEEDED TO INSTALL ALL EROSION AND SEDIMENT CONTROL MEASURES. THESE MEASURES SHALL CONFORM TO THE PLANS AND SPECIFICATIONS AND ALL APPLICABLE STATE AND LOCAL REQUIREMENTS.

**2. WETLAND PROTECTION**

IN AREAS OF CONSTRUCTION ADJACENT TO WETLANDS, THE FOLLOWING SHALL BE PERFORMED:

- a) THE ACTUAL WETLAND AND REQUIRED BUFFERS, AS SHOWN ON THE PLANS, MUST BE ESTABLISHED AND ROPED OFF PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY ADJACENT TO SAID AREAS.
- b) PRIOR TO THE PLACEMENT OF ANY FILL MATERIAL ADJACENT TO WETLANDS OR BUFFER AREAS, A SILTATION BARRIER SHALL BE CONSTRUCTED.
- c) NO RIM DITCHING OF THE WETLANDS SHALL BE PERFORMED. WATER LEVELS IN THE WETLANDS SHALL BE MAINTAINED ACCORDING TO LEVELS EXISTING PRIOR TO SITE DISTURBANCE.
- d) IN AREAS OF WETLANDS IN WHICH WORK IS TO BE PERFORMED, SUCH AREAS MUST BE CLEARLY STAKED AND ROPED OFF. ALONG SUCH LIMITS, A SILTATION BARRIER MUST BE CONSTRUCTED.
- e) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF BARRIERS. BARRIERS SHALL REMAIN IN PLACE UNTIL ALL AREAS ARE STABILIZED.
- f) THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY UPON DISTURBANCE OF WETLAND AREAS. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO ALL PROTECTED AREAS.
- g) AREAS WHERE IMPACTS WILL BE PERFORMED SHALL BE STRIPPED OF EXISTING MATERIAL AND STOCKPILED FOR USE IN THE RE-CREATION OF THE DISTURBED AREAS OR IN LITTORAL ZONES.

**3. EARTH MOVING ACTIVITIES**

- a) THE CONTRACTOR SHALL EXERCISE CARE TO PRESERVE THE NATURAL LANDSCAPE AND SHALL PLAN CONSTRUCTION OPERATIONS SO AS TO PREVENT ANY UNNECESSARY DESTRUCTION, SCARRING, OR DEFAUCING OF THE NATURAL SURROUNDINGS. EXCEPT WHERE CLEARING IS REQUIRED FOR PERMANENT WORK, FOR APPROVED CONSTRUCTION ROADS, OR FOR EXCAVATION OPERATIONS, ALL TREES, NATIVE SHRUBBERY AND VEGETATION SHALL BE PRESERVED AND SHALL BE PROTECTED FROM DAMAGE WHICH MAY BE CAUSED BY THE CONTRACTOR'S CONSTRUCTION OPERATIONS AND EQUIPMENT.
- b) THE FIRST STAGE OF THE EARTH MOVING ACTIVITY SHALL BE CONFINED TO THE EXCAVATION OF THE STORMWATER FACILITY.
- c) TOPSOIL SHOULD BE TAKEN FROM THE CONSTRUCTION AREAS AND SHOULD BE STOCKPILED FOR REUSE IN FINISHED GRADING. STOCKPILES SHOULD BE PLACED SO AS NOT TO ADD ANY ADDITIONAL SEDIMENT TO THE CONSTRUCTION. THE STOCKPILES SHOULD BE MULCHED AND/OR SEEDED WHEN EXPOSED BEYOND THIRTY (30) DAYS.
- d) GRADED AREAS ARE TO BE SEED AND/OR SODDED WITHIN THIRTY (30) DAYS FOLLOWING EARTH MOVING PROCEDURES. IF THE TIME OF YEAR IS NOT CONDUIVE FOR PERMANENT SEEDING, A TEMPORARY MULCH AND/OR SEEDING SHOULD BE USED.
- e) TEMPORARY DIVERSION BERMS AND/OR BARRIERS SHALL BE REMOVED ONLY AFTER THE CONSTRUCTION OF THOSE AREAS DIRECTED TO THE BERMS AND/OR BARRIERS HAVE BEEN COMPLETED.
- f) THE SILT COLLECTION PONDS SHOULD BE REMOVED AND/OR REGRADED FOR PERMANENT USE, AS THE FINAL GRADING AND SEEDING OVERLAP THE AREA USED BY SAME.

**4. FILLS**

- a) LAND TO BE CUT OR FILLED SHOULD BE CLEARED OF TREES, STUMPS, ROOTS, BRUSH, BOULDERS, SOD AND DEBRIS.
- b) FILL AREAS SHOULD BE SCARIFIED, KEYED AND DRAINED.
- c) FILL MATERIAL SHOULD BE FREE OF SOD, ROOTS, OR OTHER DECOMPOSABLE MATERIAL.
- d) THE PLACING AND SPREADING OF FILL MATERIAL SHOULD BE STARTED AT THE LOWEST POINT.
- e) GENERALLY, A 1:6 SLOPE SHOULD BE USED UNLESS SPECIFIC ENGINEERING DATA SHOWS A STEEPER SLOPE IS STABLE. SLOPES OF 1:4 OR FLATTER ARE DESIRABLE FOR EROSION CONTROL AND MAINTENANCE.
- f) FILLS SHOULD BE SEED AND/OR MULCHED IMMEDIATELY UPON COMPLETION OF EARTH PLACEMENT.
- g) WATER MANAGEMENT SYSTEMS SHOULD BE PROVIDED TO PREVENT WATER CONCENTRATION AND ERODING THE FACE OF THE SLOPE. KEEP SURFACE WATER OFF THE FACE OF THE SLOPE.

**5. CUTS**

- a) DIVERSIONS SHOULD BE CONSTRUCTED AT TOP OF THE SLOPES PRIOR TO CUTTING OPERATIONS TO CONVEY WATER FROM FACE OF SLOPE.
- b) STEEPNESS OF CUTS WILL DEPEND ON SOIL TYPE AND DESIGN; HOWEVER, CUT SLOPES OF 1:4 OR FLATTER ARE DESIRABLE FOR EROSION CONTROL AND STABILITY.
- c) CUT SLOPES SHOULD BE BENCHED TO PROVIDE ACCESS FOR SEEDING AND MULCHING EQUIPMENT.
- d) CUT SLOPES SHOULD BE SEED AND/OR MULCHED IMMEDIATELY AFTER REMOVAL OF EARTH.

**6. TEMPORARY SEDIMENT BASIN AND PERMANENT STORMWATER BASINS**

- a) SITE PREPARATION  
AREAS UNDER THE EMBANKMENT AND ANY STRUCTURAL WORKS SHALL BE CLEARED, GRUBBED AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIALS. IN ORDER TO FACILITATE CLEAN-OUT AND RESTORATION, THE POOL AREA (MEASURED AT THE TOP OF THE SPILLWAY) WILL BE CLEARED OF ALL BRUSH AND TREES.
- b) CUT-OFF TRENCH  
A CUT-OFF TRENCH, WHEN POND DEPTHS ARE IN EXCESS OF THREE FEET, SHALL BE EXCAVATED ALONG THE CENTERLINE OF EARTH FILL EMBANKMENTS. THE MINIMUM DEPTH SHALL BE TWO FEET. THE CUT-OFF TRENCH SHALL EXTEND UP BOTH ABUTMENTS TO THE RISER CREST ELEVATION. THE MINIMUM BOTTOM DEPTH SHALL BE FOUR FEET, BUT WIDE ENOUGH TO PERMIT OPERATION OF EXCAVATION AND COMPACTION EQUIPMENT. THE SIDE SLOPES SHALL BE NO STEEPER THAN 1:1. COMPACTION REQUIREMENTS SHALL BE THE SAME AS THOSE FOR THE EMBANKMENT. THE TRENCH SHALL BE DEWATERED DURING THE BACKFILLING-COMPACTION OPERATIONS.
- c) EMBANKMENT  
THE FILL MATERIAL SHALL BE TAKEN FROM APPROVED BORROW AREAS. IT SHALL BE CLEAN SOIL FREE OF ROOTS, WOODY VEGETATIONS, OVER-SIZED STONES, ROCKS OR OTHER OBJECTIONABLE MATERIAL. AREAS ON WHICH FILL IS TO BE PLACED SHALL BE SCARIFIED PRIOR TO PLACEMENT OF FILL. FILL MATERIAL SHALL BE PLACED IN SIX TO EIGHT INCHES THICK CONTINUOUS LAYERS OVER THE ENTIRE LENGTH OF THE FILL. COMPACTION SHALL BE OBTAINED BY ROLLING HAULING EQUIPMENT OVER THE FILL SO THAT THE ENTIRE SURFACE OF EACH LAYER OF THE FILL IS TRAVERSED BY AT LEAST ONE WHEEL OF TREAD TRUCK OF THE EQUIPMENT OR BY THE USE OF A COMPACTOR. THE EMBANKMENT SHALL BE CONSTRUCTED TO AN ELEVATION OF 10% HIGHER THAN THE DESIGN HEIGHT TO ALLOW FOR SETTLEMENT IF COMPACTION IS OBTAINED WITH HAULING EQUIPMENT. IF COMPACTORS ARE USED FOR COMPACTION, THE OVERBUILD MAY BE REDUCED TO NOT LESS THAN 5%.
- d) PIPE SPILLWAYS  
THE RISER SHALL BE SECURELY ATTACHED TO THE BARREL OF THE OUTFALL PIPE. THE BARREL AND RISER SHALL BE PLACED ON A FIRM, SMOOTH SOIL FOUNDATION. THE CONNECTION BETWEEN THE RISER AND RISER BASE SHALL BE WATER TIGHT. THE FILL MATERIAL AROUND THE PIPE SPILLWAY SHALL BE PLACED IN FOUR INCH LAYERS AND COMPACTION UNDER THE SHOULDERS AND AROUND THE PIPE TO AT LEAST THE SAME DENSITY AS THE ADJACENT EMBANKMENT. HAND COMPACTION BACKFILL SHALL BE PLACED OVER THE PIPE SPILLWAY BEFORE CROSSING IT WITH CONSTRUCTION EQUIPMENT.
- e) EROSION POLLUTION CONTROL  
CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION WILL BE MINIMIZED. STATE AND LOCAL LAWS CONCERNING POLLUTION ABATEMENT SHALL BE COMPLIED WITH.

**7. MAINTENANCE**

- a) REPAIR ALL DAMAGES CAUSED BY SOIL EROSION OR CONSTRUCTION EQUIPMENT AT OR BEFORE THE END OF EACH WORK DAY.
- b) SEDIMENT SHALL BE REMOVED FROM SUMP AREAS. THE SEDIMENT SHALL BE PLACED IN SUCH A MANNER THAT IT WILL NOT ERODE FROM THE SITE. THE SEDIMENT SHALL NOT BE DEPOSITED DOWNSTREAM FROM THE EMBANKMENT OR IN OR ADJACENT TO A STREAM OR FLOOD PLAIN.
- c) AFTER CONSTRUCTION IS COMPLETED AND AREAS ARE SEED AND/OR SODDED, MAINTENANCE IS LIMITED TO VISUAL INSPECTIONS ON A ROUTINE BASIS. ANY DAMAGE TO THE BERM SHALL BE REPAIRED AT ONCE AND RE-SODDED AND/OR RE-SEED. IF THE LEVEL OF WATER IS BEING MAINTAINED OVER THE EXPECTED DRAW DOWN TIME, THE OUTFALL SYSTEM SHALL BE CLEANED AND REPAIRED.

**8. BEST MANAGEMENT PRACTICES**

DEWATERING WILL OCCUR, AS REQUIRED, FOR ALL EXCAVATION ACTIVITY INCLUDING, BUT NOT LIMITED TO STORM SEWERS, SANITARY SEWERS, WATER & SEWER LINES AND STORMWATER PONDS.  
ALL DEWATERING EFFLUENT SHALL BE ROUTED TO THE TEMPORARY SEDIMENT SUMP PRIOR TO DISCHARGE TO THE WETLANDS OR OFFSITE. THE GENERAL PROCESS OF THE DEWATERING SYSTEM SHALL BE ADHERED TO DURING CONSTRUCTION, ALTHOUGH THE ACTUAL LAYOUT OF THE SYSTEM SHALL BE CONSTRUCTED AS DICTATED BY FIELD CONDITIONS.

IF THE DEWATERING SYSTEM USES A PUMP AND PIPING, IT MUST BE LESS THAN 6 INCHES IN DIAMETER AND OPERATE LESS THAN A TOTAL SIX MONTHS. ANY DEVIATION FROM THIS REQUIREMENT SHALL REQUIRE A WATER USE PERMIT. THE COST OF A WATER USE PERMIT AND ASSOCIATED MATERIAL SHALL BE BORNE BY THE CONTRACTOR.

ALL SILTATION AND EROSION CONTROL MEASURES SHALL BE INSPECTED AND MAINTAINED AT A MINIMUM OF ONCE PER WEEK OR AFTER ANY 1/2" OR GREATER RAINFALL EVENT. THE CONTRACTOR SHALL MAINTAIN RECORDS OF ALL MAINTENANCE AND INSPECTIONS UNTIL CONSTRUCTION IS COMPLETE.

LAY SOD AROUND ALL INLETS, MITERED END WALLS HEADWALLS, SWALES, POND SLOPES, AND A THREE FOOT (3') WIDE STRIP ADJACENT TO EDGE OF PAVEMENT OR AS DIRECTED BY THE ENGINEER AS SOON AS PRACTICAL TO PAVEMENT EROSION. ALL DISTURBED AREAS TO BE SODDED OR SEED AS SOON AS PRACTICAL TO PREVENT EROSION.

THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE REQUIREMENTS AND CONDITIONS OF SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (S.W.F.W.M.D.) PERMIT AND HAVE A COPY ON SITE.

SILTATION ACCUMULATIONS GREATER THAN THE LESSER OF 12 INCHES OR ONE-HALF OF THE DEPTH OF THE SILTATION CONTROL BARRIER SHALL BE IMMEDIATELY REMOVED AND PLACED IN UPLAND AREAS.

CONTRACTOR SHALL SPRINKLE OR OTHERWISE APPLY WATER TO AFFECTED AREAS TO CONTROL BOTH SIGNIFICANT WIND EROSION AND FUGITIVE DUST.

THE CONTRACTOR SHALL DIRECT ONSITE RUNOFF TO THE STORMWATER SYSTEM DURING CONSTRUCTION.

THE CONTRACTOR SHALL EMPLOY EROSION/SEDIMENT PREVENTION MEASURES, AS STATED WITHIN THE "BEST MANAGEMENT PRACTICES SPECIFICATIONS AND DETAILS". FOR THE DURATION OF CONSTRUCTION.

ALL DISTURBED AREAS SHALL BE SODDED AS SOON AS PRACTICAL TO PREVENT EROSION.

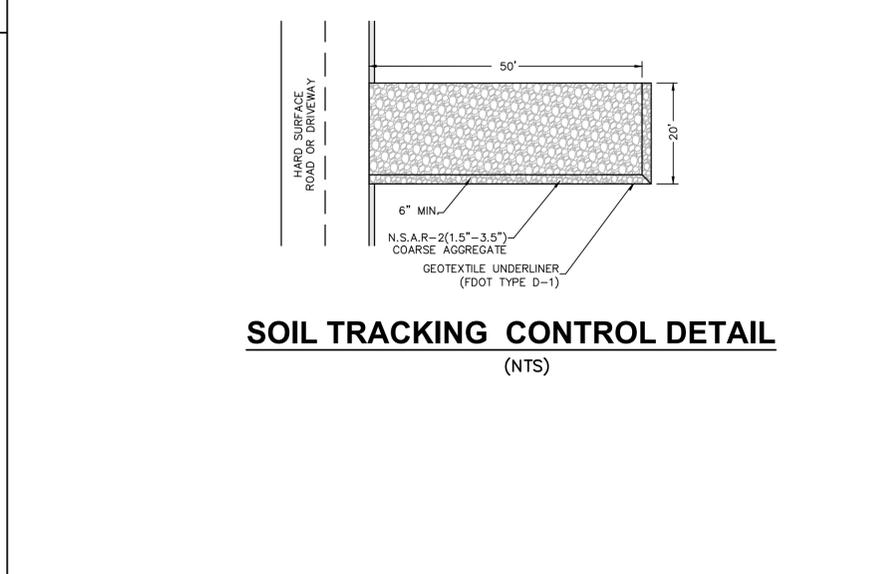
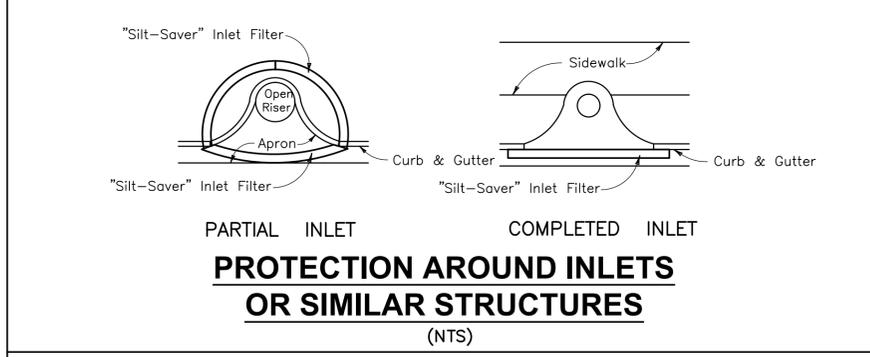
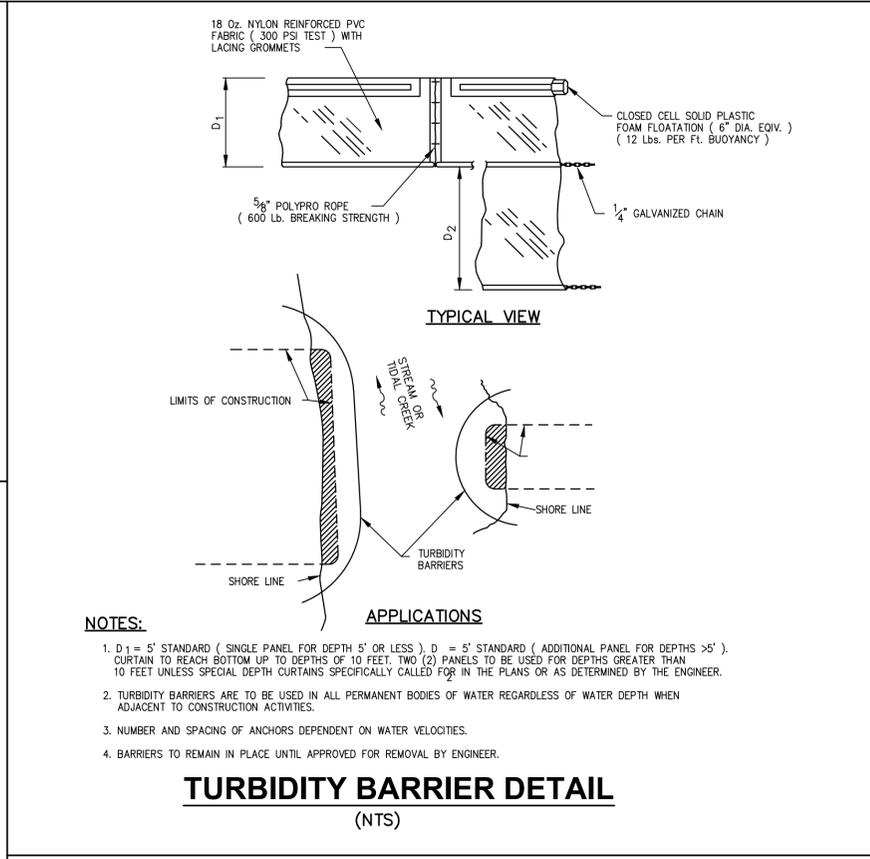
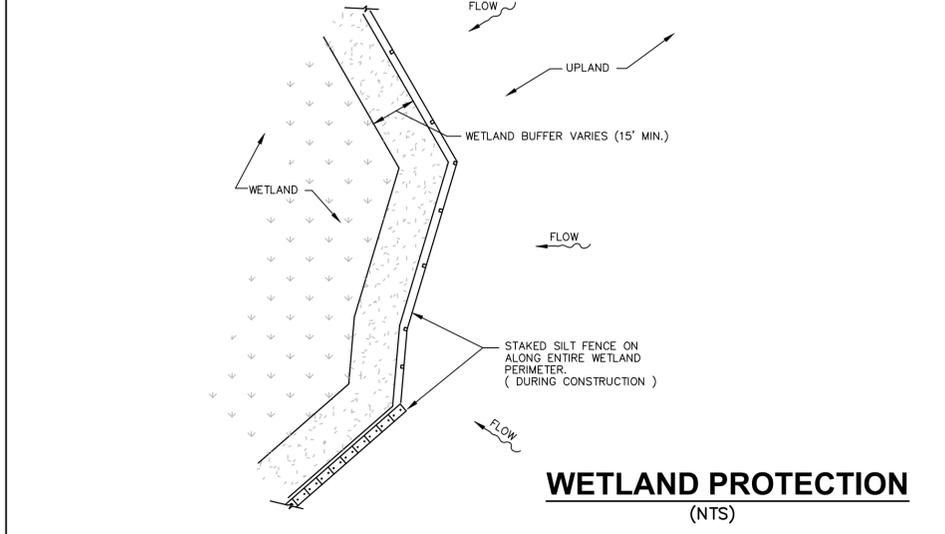
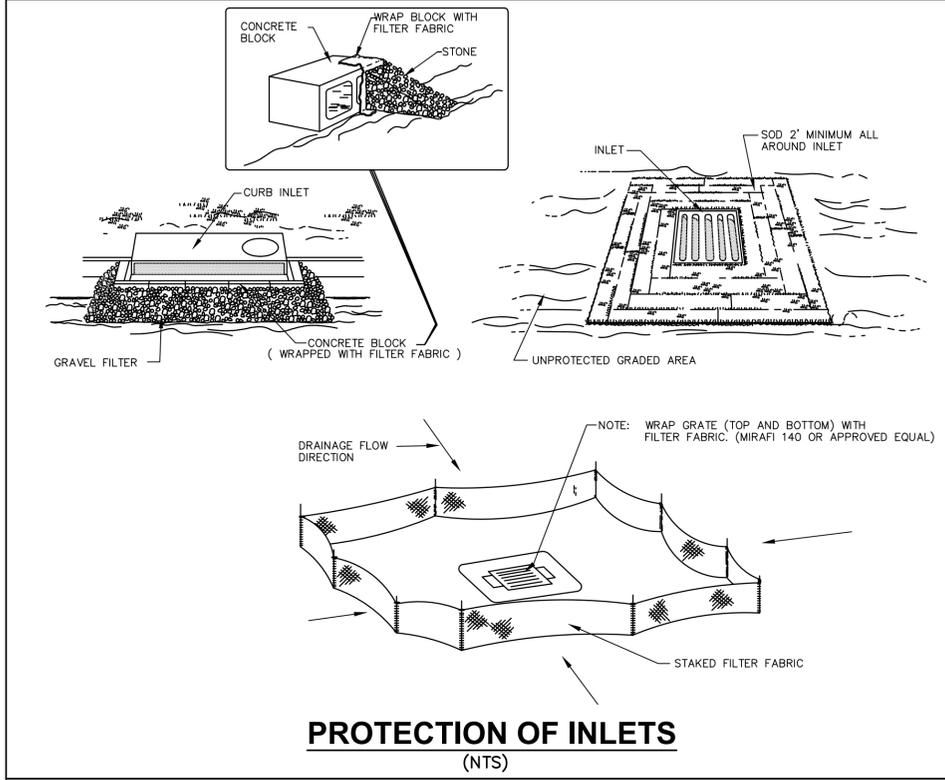
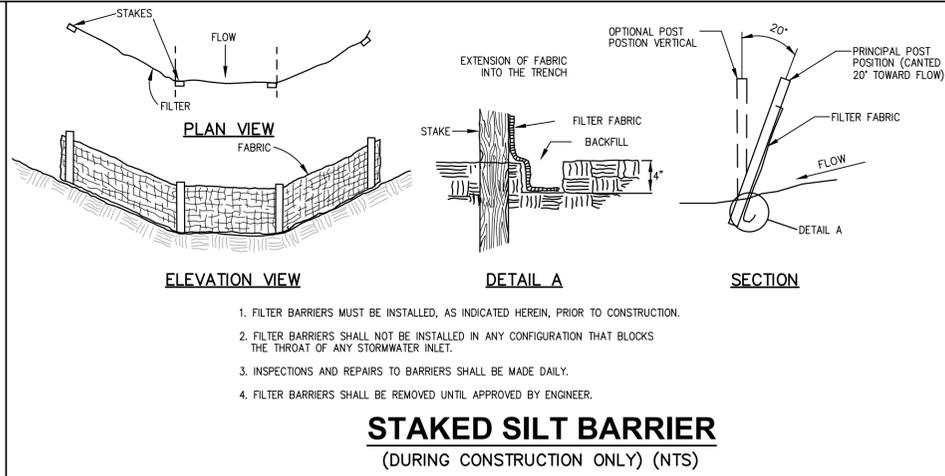
SODDING IS TO BE MAINTAINED, INCLUDING SLOPES, UNTIL COMPLETION AND ACCEPTANCE OF TOTAL PROJECT OR GROWTH IS ESTABLISHED, WHICHEVER COMES LAST. UNTIL THEN, ALL EROSION, SILTATION, AND MAINTENANCE OF GRADES AND GRASS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

ALL PROVISIONS FOR EROSION CONTROL SHALL BE ADHERED TO.

THE CONTRACTOR SHALL ADJUST OR MODIFY ALL UTILITY COVERS AS REQUIRED BY CONSTRUCTION DEPICTED WITHIN THESE PLANS. THESE SHALL INCLUDE, BUT NOT BE LIMITED TO MANHOLE RIMS, HAND HOLES, VALVE BOXES, ET. UTILITY COVERS SHALL BE FLUSH WITH THE FINISHED PAVEMENT GRADE.

THE CONTRACTOR SHALL MINIMIZE THE AREA OF DISTURBED VEGETATION.

THE CONTRACTOR SHALL LIMIT TURBIDITY DISCHARGE TO NO MORE THAN 29 NTU'S ABOVE BACKGROUND LEVELS.



Drawing name: F:\Projects\2015\15-0194 North Port EOR Agmtm 2015-36\15-0194-16 Blue Ridge Park Parking\DWG\15-0194-16-COVER.dwg Tab: 1.2 Date Printed: Tue, 27 Aug 2019 6:59am

NO.	REVISION	DATE	BY



**DMK ASSOCIATES**  
ENGINEERS ■ SURVEYORS  
421 Commercial Court, Suite C, Venice, Florida 34292  
Phone (941)412-1293, Fax (941)412-1043  
Certificate of Authorization No. 3943

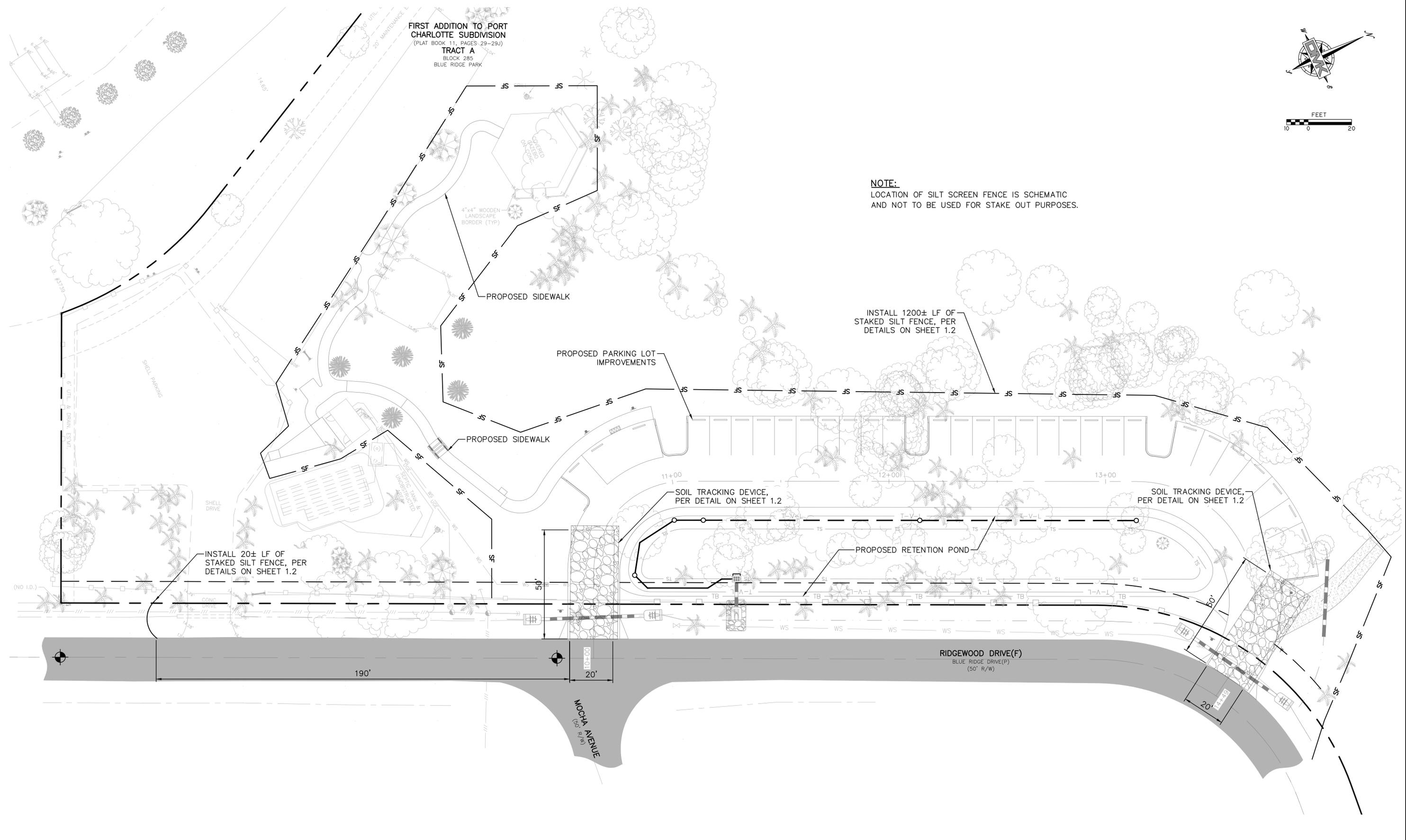
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8/26/2019	TER	8/26/2019
DESIGN TER/RMS	TER	8/26/2019
SCALE @ 22x34"	DMK NO. 15-0194-16	

CITY OF NORTH PORT - PUBLIC WORKS DIVISION  
**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**  
BEST MANAGEMENT PRACTICES NOTES AND  
DETAIL SHEET

ENGINEER OF RECORD  
TIMOTHY E. ROMNE P.E.  
STATE OF FLORIDA NO. 63113

**SHEET NO.**  
**1.2**

Drawing name: F:\Projects\2015-0194-16 Blue Ridge Park Parking\DWG\15-0194-16-SITE.dwg Tab: SHT 1.3 Date Printed: Tue, 27 Aug 2019 - 7:00am



**NOTE:**  
LOCATION OF SILT SCREEN FENCE IS SCHEMATIC  
AND NOT TO BE USED FOR STAKE OUT PURPOSES.

NO.	REVISION	DATE	BY



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ENGINEERS SURVEYORS  
421 Commercial Court, Suite C, Venice, Florida 34292  
Phone (941)412-1293, Fax (941)412-1043  
Certificate of Authorization No. 3943

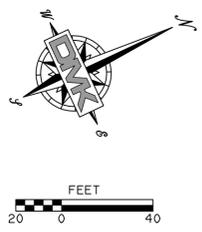
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DRAWN	RMS	TER	8/26/2019
DESIGN	TER/RMS	TER	8/26/2019
SCALE	@ 22x34"	DMK NO.	15-0194-16

CITY OF NORTH PORT - PUBLIC WORKS DIVISION  
**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**  
BEST MANAGEMENT PRACTICES PLAN SHEET

ENGINEER OF RECORD  
TIMOTHY E. ROANE P.E.  
STATE OF FLORIDA NO. 63113

SHEET No.  
**1.3**

Drawing name: F:\Projects\2019\15-0194 North Port EOR Agmt. 2015-36\15-0194-16-EX-CONDITION.dwg Tab: SHT 2.0 Date Printed: Tue, 27 Aug 2019 - 7:03am



NO.	REVISION	DATE	BY



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 421 Commercial Court, Suite C, Venice, Florida 34292  
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DATE	CKD. BY	DATE
8/26/2019	RMS	8/26/2019
DESIGN TER/RMS	TER	8/26/2019
SCALE @ 22x34"	DMK NO. 15-0194-16	

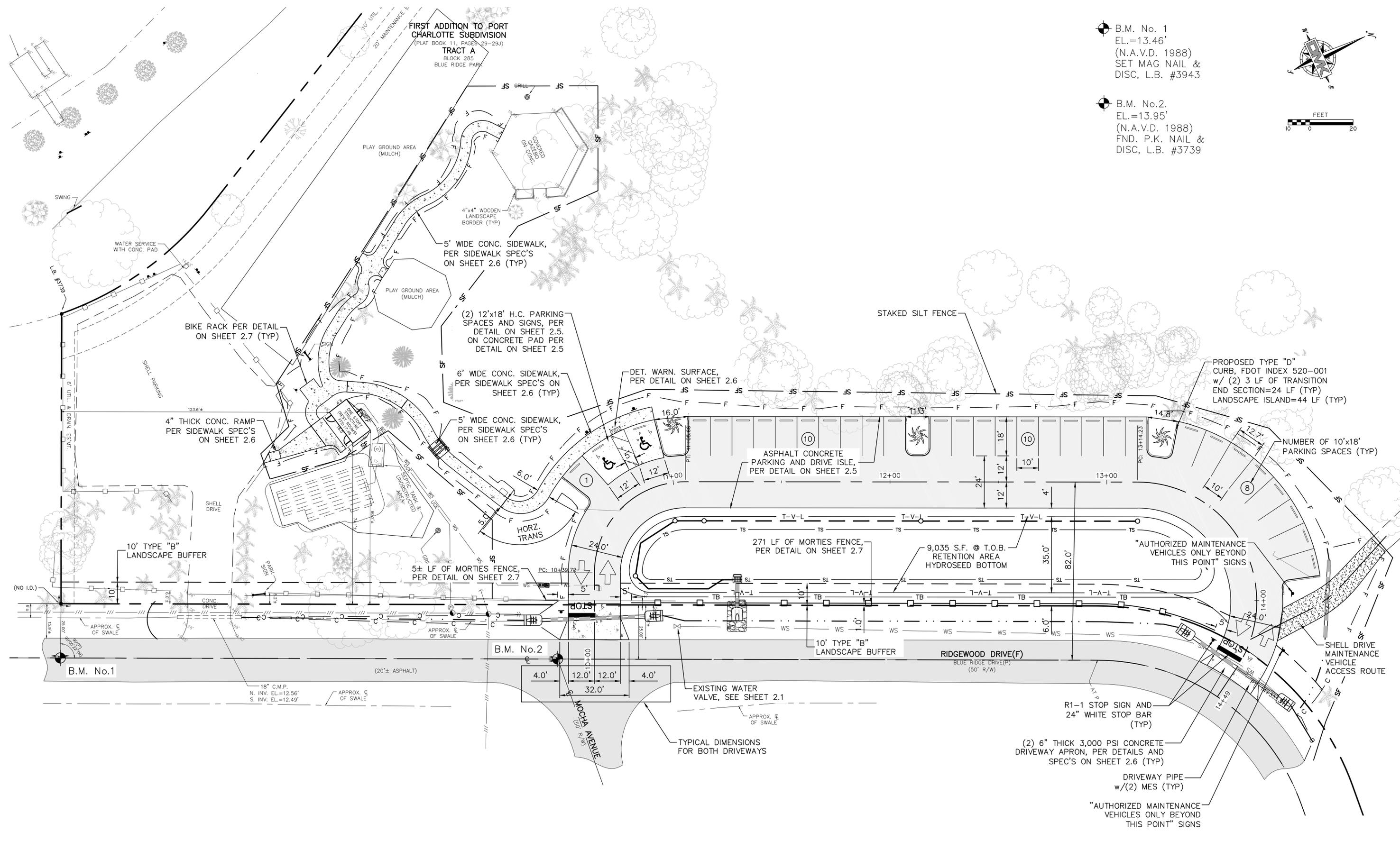
CITY OF NORTH PORT - PUBLIC WORKS DIVISION  
**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**  
 EXISTING CONDITION, BENCH MARKS  
 & 2017 AERIAL PHOTO SHEET

ENGINEER OF RECORD  
 TIMOTHY E. ROANE P.E.  
 STATE OF FLORIDA NO. 63113

SHEET No.  
**2.0**

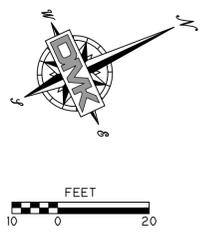


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B.M. No. 1  
 EL.=13.46'  
 (N.A.V.D. 1988)  
 SET MAG NAIL &  
 DISC, L.B. #3943

B.M. No.2.  
 EL.=13.95'  
 (N.A.V.D. 1988)  
 FND. P.K. NAIL &  
 DISC, L.B. #3739



NO.	REVISION	DATE	BY



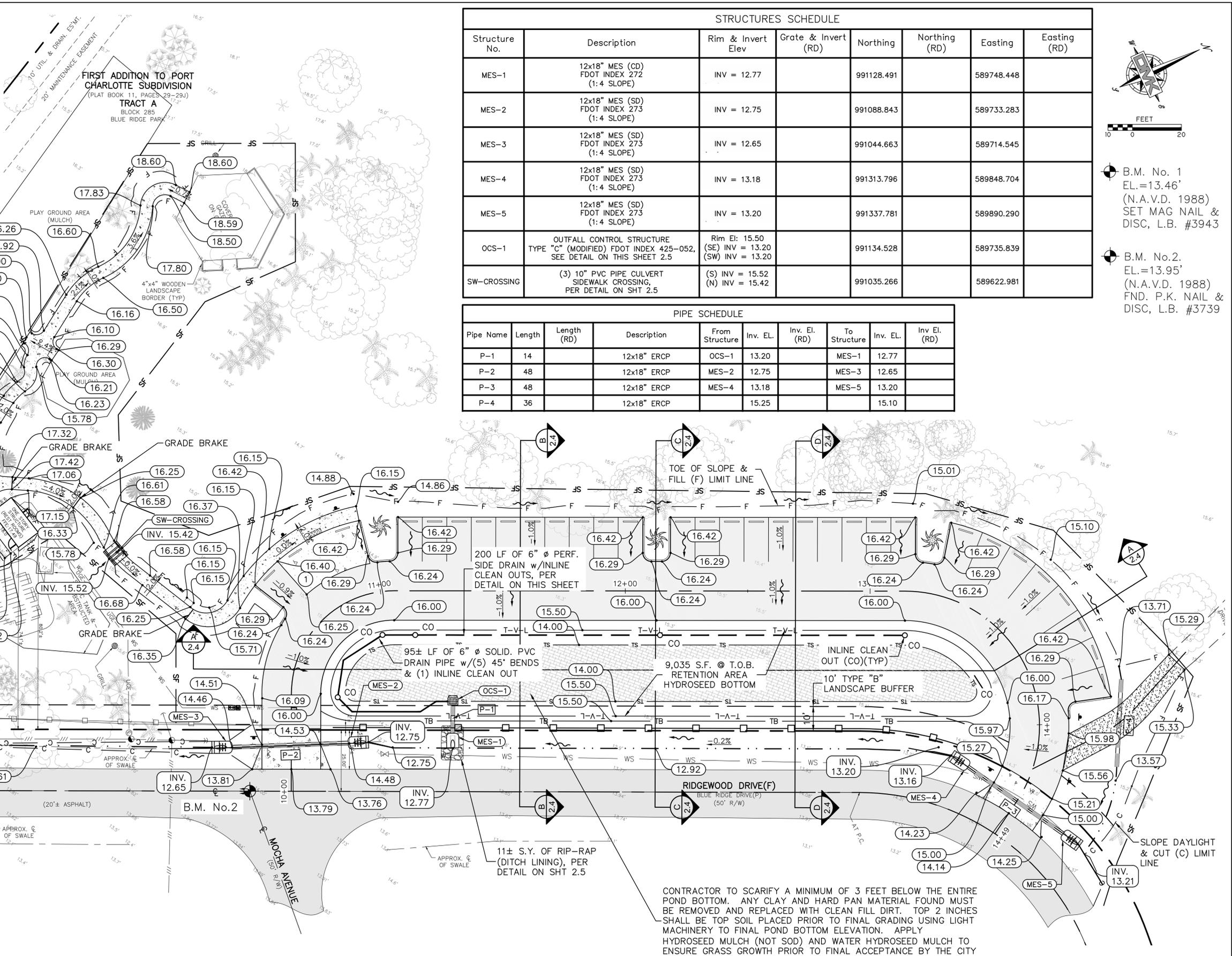
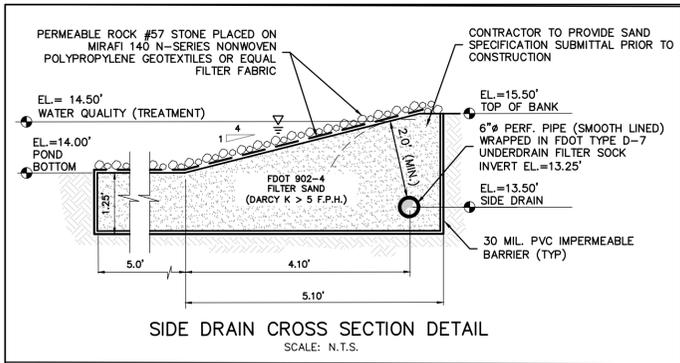
**DMK ASSOCIATES**  
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 Certificate of Authorization No. 3943

DATE	CKD. BY	DATE
8/26/2019	TER	8/26/2019
8/26/2019	TER	8/26/2019
8/26/2019	DMK NO. 15-0194-16	

CITY OF NORTH PORT - PUBLIC WORKS DIVISION  
**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**  
 HORIZONTAL CONTROL PLAN SHEET

ENGINEER OF RECORD  
 TIMOTHY E. ROANE P.E.  
 STATE OF FLORIDA NO. 63113

SHEET No.  
**2.2**



STRUCTURES SCHEDULE							
Structure No.	Description	Rim & Invert Elev	Grate & Invert (RD)	Northing	Northing (RD)	Easting	Easting (RD)
MES-1	12x18" MES (CD) FDOT INDEX 272 (1:4 SLOPE)	INV = 12.77		991128.491		589748.448	
MES-2	12x18" MES (SD) FDOT INDEX 273 (1:4 SLOPE)	INV = 12.75		991088.843		589733.283	
MES-3	12x18" MES (SD) FDOT INDEX 273 (1:4 SLOPE)	INV = 12.65		991044.663		589714.545	
MES-4	12x18" MES (SD) FDOT INDEX 273 (1:4 SLOPE)	INV = 13.18		991313.796		589848.704	
MES-5	12x18" MES (SD) FDOT INDEX 273 (1:4 SLOPE)	INV = 13.20		991337.781		589890.290	
OCS-1	OUTFALL CONTROL STRUCTURE TYPE "C" (MODIFIED) FDOT INDEX 425-052, SEE DETAIL ON THIS SHEET 2.5	Rim El: 15.50 (SE) INV = 13.20 (SW) INV = 13.20		991134.528		589735.839	
SW-CROSSING	(3) 10" PVC PIPE CULVERT SIDEWALK CROSSING, PER DETAIL ON SHT 2.5	(S) INV = 15.52 (N) INV = 15.42		991035.266		589622.981	

PIPE SCHEDULE									
Pipe Name	Length	Length (RD)	Description	From Structure	Inv. EL.	Inv. EL. (RD)	To Structure	Inv. EL.	Inv. EL. (RD)
P-1	14		12x18" ERCP	OCS-1	13.20		MES-1	12.77	
P-2	48		12x18" ERCP	MES-2	12.75		MES-3	12.65	
P-3	48		12x18" ERCP	MES-4	13.18		MES-5	13.20	
P-4	36		12x18" ERCP		15.25			15.10	



Drawing name: F:\Projects\2015\15-0194-16 Blue Ridge Park Parking\DWG\15-0194-16-SITE.dwg Tab: SHT 2.3  
 Date Printed: Tue, 27 Aug 2019 - 11:56am  
 Date: 8/26/2019  
 Drawn: RMS  
 Design: TER/RMS  
 Scale: @ 22x34"

NO.	REVISION	DATE	BY

**DMK ASSOCIATES**  
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Phone (941)412-1293, Fax (941)412-1043  
Certificate of Authorization No. 3943

DATE	8/26/2019	CKD. BY	DATE
DRAWN	RMS	TER	8/26/2019
DESIGN	TER/RMS	TER	8/26/2019
SCALE	@ 22x34"	DMK NO.	15-0194-16

CITY OF NORTH PORT - PUBLIC WORKS DIVISION

**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**

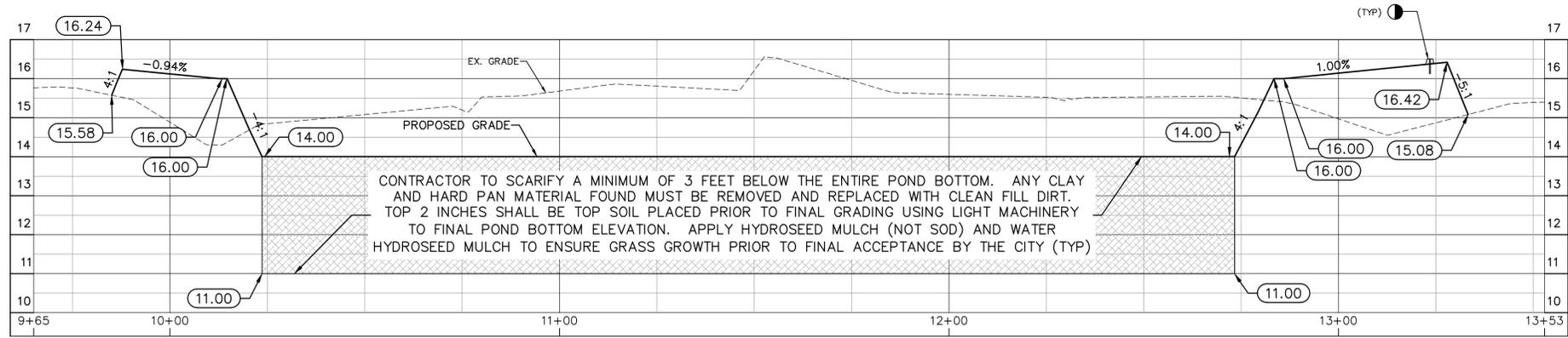
GRADING AND DRAINAGE PLAN SHEET

SHEET No.

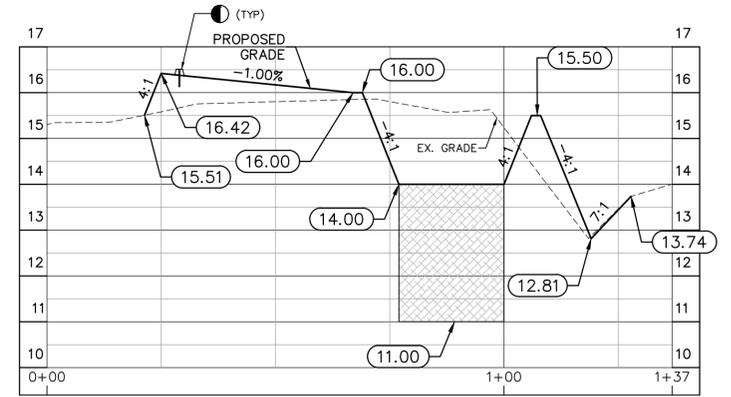
**2.3**

ENGINEER OF RECORD  
TIMOTHY E. ROANE P.E.  
STATE OF FLORIDA NO. 63113

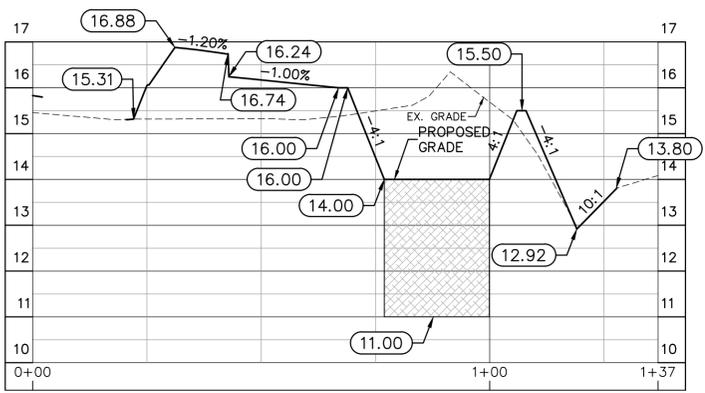
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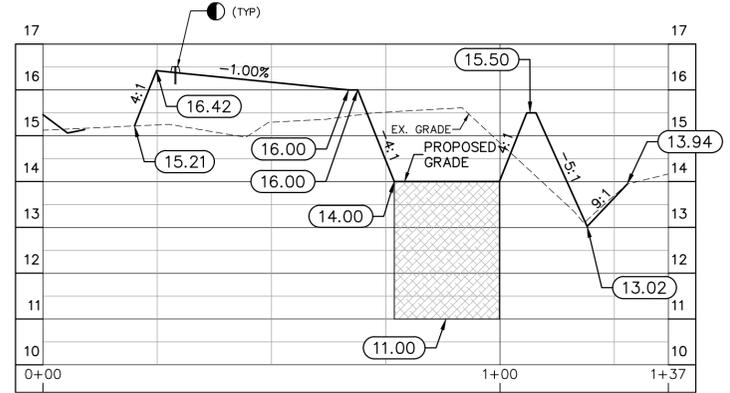
SECTION A-A  
SCALE: H:1"=20'; V:1"=2'



SECTION B-B  
SCALE: H:1"=20'; V:1"=2'

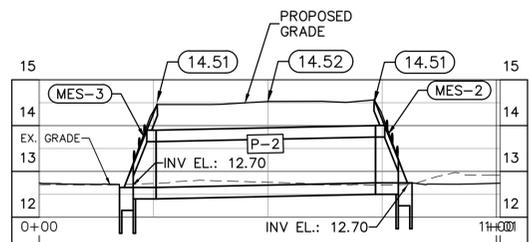


SECTION C-C  
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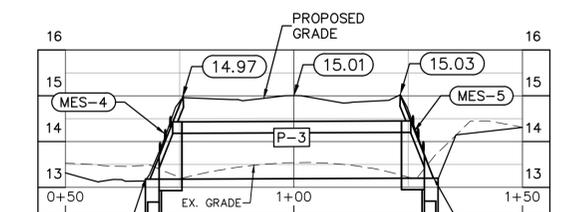


SECTION D-D  
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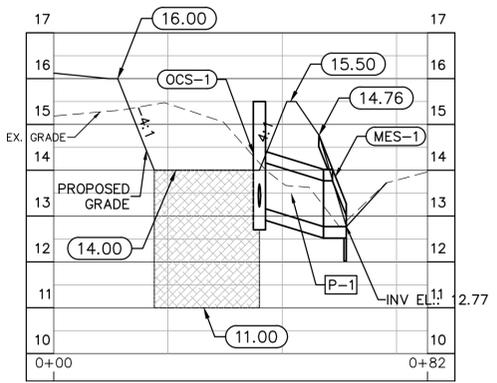
ELEVATIONS SHOWN ON THIS SHEET REFER TO THE PROJECT VERTICAL DATUM OF N.A.V.D. 1988, SHEET SHEET 2.0 FOR BENCHMARK INFORMATION



DW-PIPE-1\_PROFILE  
SCALE: H:1"=20'; V:1"=2'



DW-PIPE-2\_PROFILE  
SCALE: H:1"=20'; V:1"=2'



OCS-PIPE\_PROFILE  
SCALE: H:1"=20'; V:1"=2'

NO.	REVISION	DATE	BY



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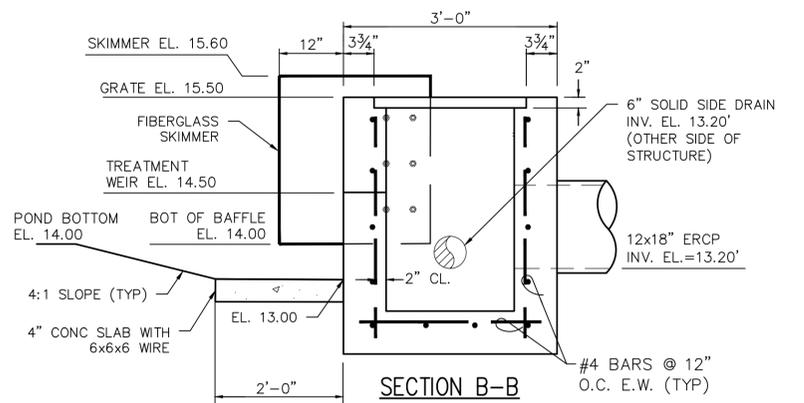
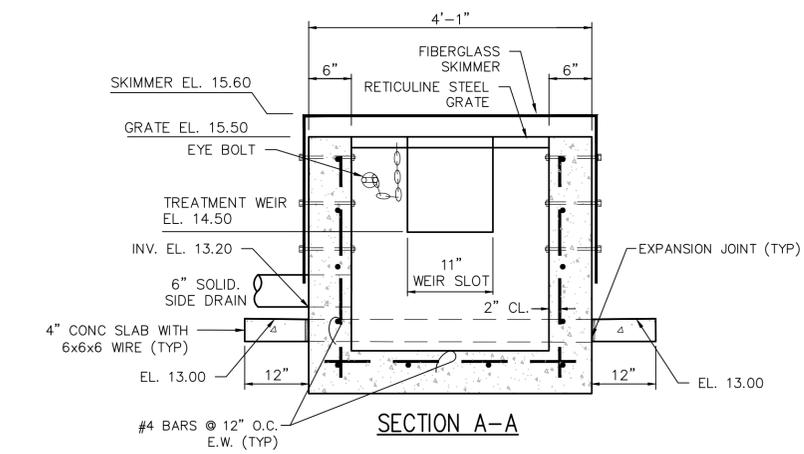
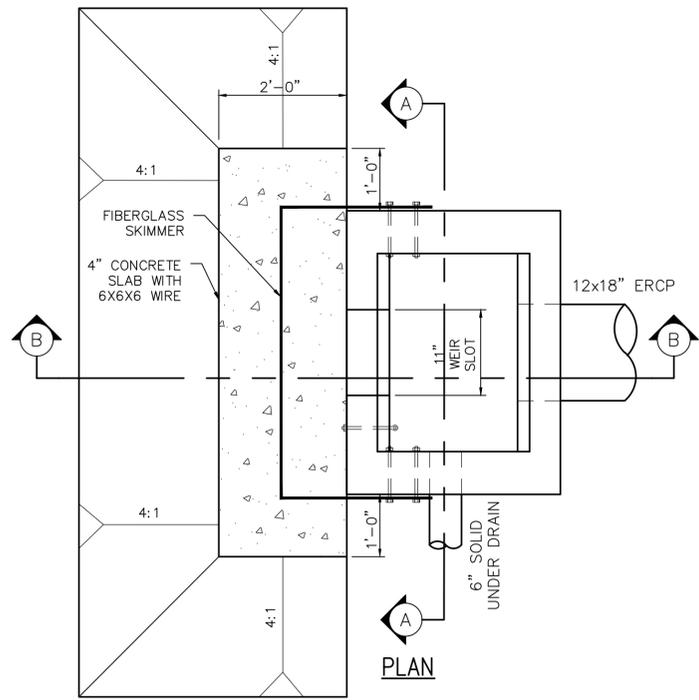
DATE	CKD. BY	DATE
8/26/2019	RMS	8/26/2019
8/26/2019	TER	8/26/2019
8/26/2019	TER	8/26/2019
8/26/2019	TER	8/26/2019

CITY OF NORTH PORT - PUBLIC WORKS DIVISION  
**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**  
PROJECT SECTIONS SHEET

ENGINEER OF RECORD  
TIMOTHY E. ROANE P.E.  
STATE OF FLORIDA NO. 63113

SHEET No.  
**2.4**

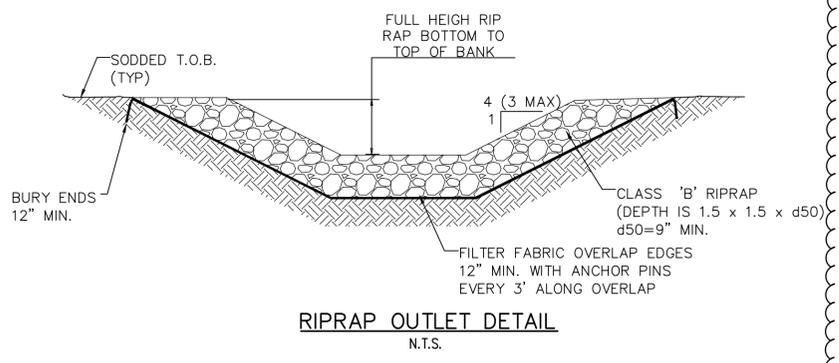
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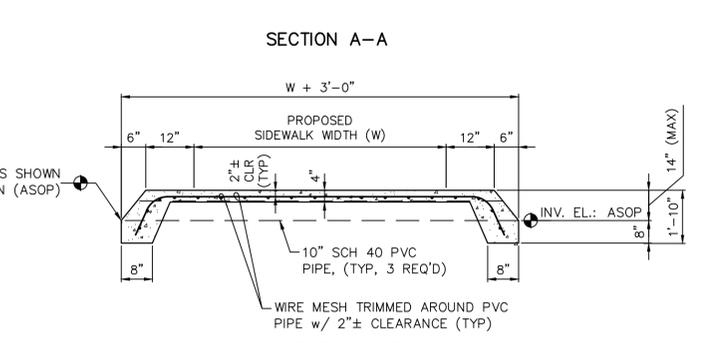
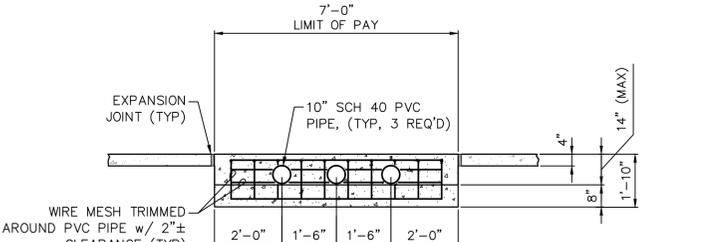
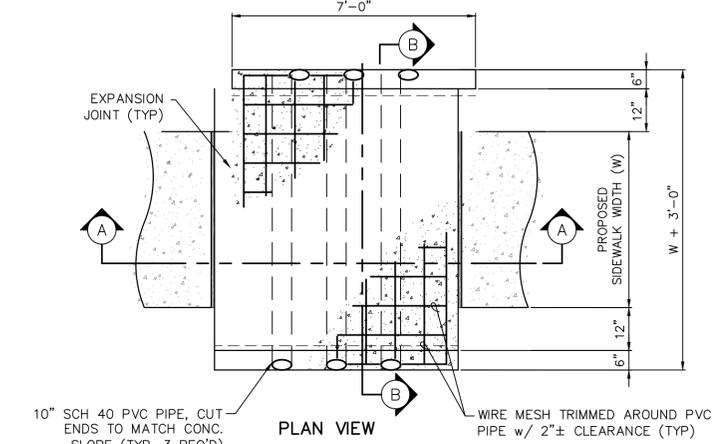
**OUTFALL CONTROL STRUCTURE MODIFIED TYPE "C" INLET FDOT INDEX 425-052**  
N.T.S.

ELEVATIONS SHOWN ON THIS SHEET REFER TO THE PROJECT VERTICAL DATUM OF N.A.V.D. 1988, SHEET SHEET 2.0 FOR BENCHMARK INFORMATION

NO.	REVISION	DATE	BY

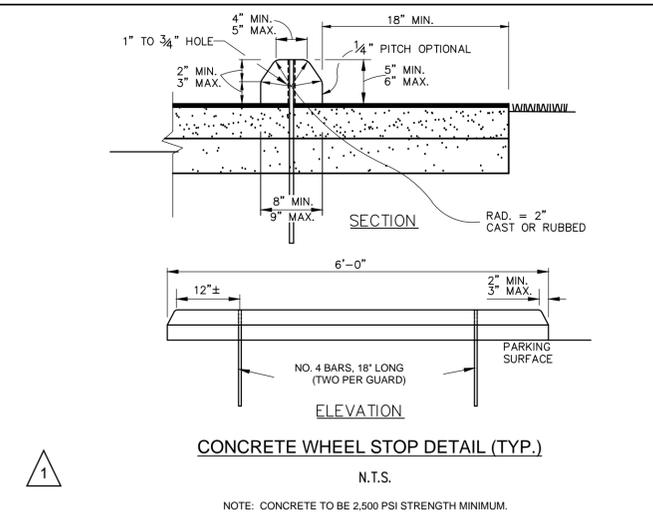


**RIPRAP OUTLET DETAIL**  
N.T.S.



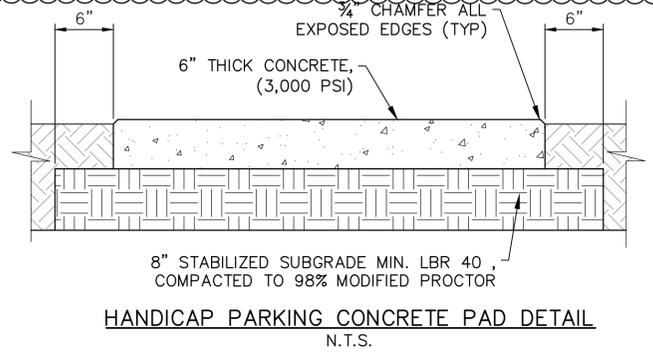
**THREE PIPE 10"Ø PVC CULVERT DETAIL**  
N.T.S.

NOTE: CULVERT CROSSING SHALL BE CONSTRUCTED WITH 3,000 PSI (MIN) WIRE MESH REINFORCED CONCRETE ON COMPACTED SUBGRADE PER SIDEWALK SPEC'S ON SHEET 2.6

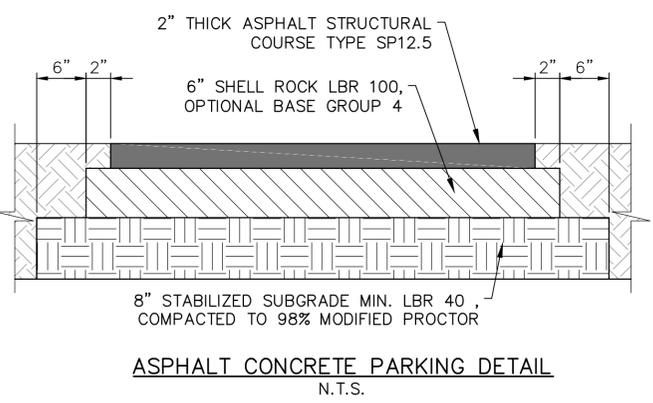


**CONCRETE WHEEL STOP DETAIL (TYP.)**  
N.T.S.

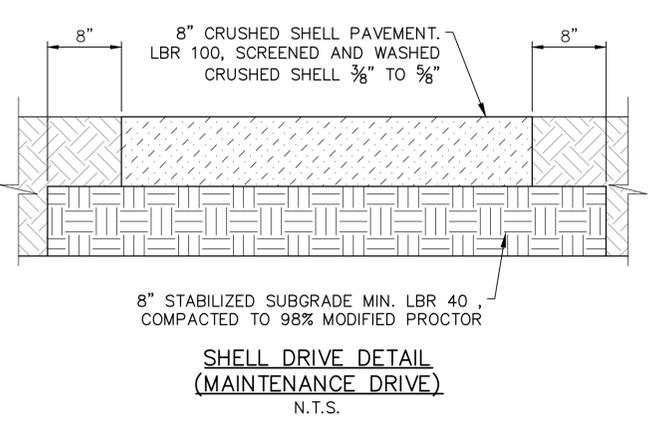
NOTE: CONCRETE TO BE 2,500 PSI STRENGTH MINIMUM.



**HANDICAP PARKING CONCRETE PAD DETAIL**  
N.T.S.



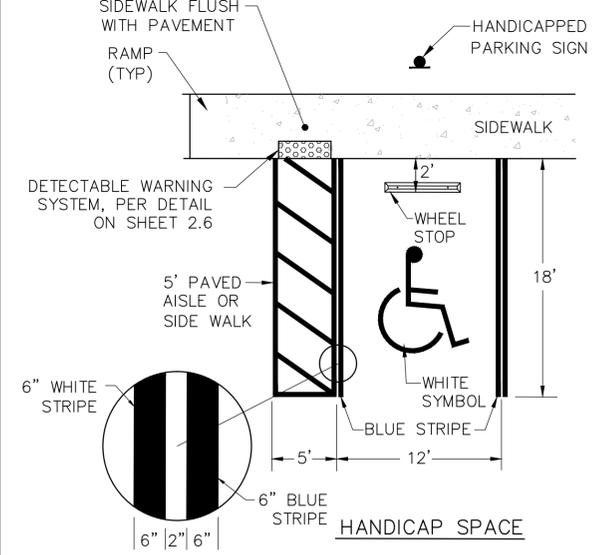
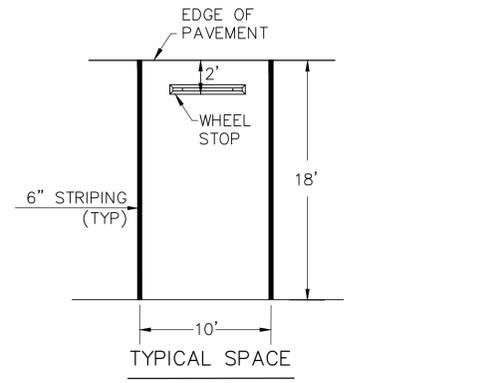
**ASPHALT CONCRETE PARKING DETAIL**  
N.T.S.



**SHELL DRIVE DETAIL (MAINTENANCE DRIVE)**  
N.T.S.



NOTE: FTP-20-04 HANDICAPPED PARKING SIGN SHALL BE INSTALLED 84" ABOVE GRADE MEASURED TO THE BOTTOM OF THE SIGN.  
**FTP-20-04 HANDICAP PARKING SIGN DETAIL**  
N.T.S.



**PARKING SPACE STRIPING DETAIL**  
N.T.S.

NOTE: SEE GENERAL NOTE ON SHEET 1.1 FOR STRIPING REQUIREMENTS AND STANDARDS.



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Phone (941)412-1293, Fax (941)412-1043  
Certificate of Authorization No. 3943

DATE	CKD. BY	DATE
8/26/2019	TER	8/26/2019
8/26/2019	TER	8/26/2019
8/26/2019	DMK	8/26/2019

CITY OF NORTH PORT - PUBLIC WORKS DIVISION  
**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**  
OUTFALL CONTROL STRUCTURE AND PROJECT DETAIL SHEET

ENGINEER OF RECORD  
TIMOTHY E. ROANE P.E.  
STATE OF FLORIDA NO. 63113

SHEET No.  
**2.5**



**SIDEWALK SPECIFICATIONS:**

**GENERAL:**  
ALL SIDEWALK RAMPS, CURB RAMPS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITY ACT WITH LATEST REVISIONS.

**DETECTABLE WARNING SYSTEM:**  
ADA DETECTABLE WARNING SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION 527

**STABILIZING:**  
PRIOR TO PLACING CONCRETE SIDEWALK THE SUBGRADE SHALL BE STABILIZED WITH COMMERCIAL STABILIZING MATERIAL TO A DEPTH OF EIGHT INCHES (8") TO PROVIDE A FIRM AND UNYIELDING BASE, ACHIEVING A MINIMUM LIMEROCK BEARING RATIO (LBR) OF 40. THE STABILIZED SUBGRADE SHALL EXTEND SIX INCHES (6") BEYOND THE SIDEWALK ON EITHER SIDE. NO SIDEWALK CONCRETE SHALL BE PLACED UNTIL THE SUBGRADE HAS BEEN ACCEPTED BY THE CITY OF NORTH PORT.

**CONCRETE SIDEWALKS:**  
CONCRETE SIDEWALKS SHALL BE CONSTRUCTED TO A MINIMUM THICKNESS OF FOUR INCHES (4"), EXCEPT ACROSS RESIDENTIAL DRIVEWAYS, WHERE THEY SHALL BE A MINIMUM THICKNESS OF SIX INCHES (6"), USING PORTLAND CEMENT CONCRETE WITH A MINIMUM TWENTY-EIGHT DAY COMPRESSIVE STRENGTH OF 3,000 P.S.I.

TESTING AND SAMPLING SHALL BE IN ACCORDANCE WITH SECTION 346 OF FDOT STANDARD SPECIFICATION FOR ROAD & BRIDGE CONSTRUCTION LATEST EDITION.

THE CONTRACTOR WILL BE REQUIRED TO PROVIDE THE ENGINEER OF RECORD AND THE CITY OF NORTH PORT WITH THE APPROPRIATE COMPRESSIVE STRENGTH TEST RESULTS.

THE CONCRETE SHALL BE REINFORCED WITH EITHER FIBERMESH OR WIRE MESH.

FIBERMESH FIBERS WILL BE MIXED IN ACCORDANCE TO STANDARDS SET FORTH IN ASTM C-1116. REINFORCING FIBERS SHALL BE USED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS AS TO THE TYPE AND AMOUNT FOR UNIFORM DISTRIBUTION. ONLY FIBERS SPECIFICALLY DESIGNED AND MANUFACTURED FOR USE IN CONCRETE AND SO CERTIFIED BY THE MANUFACTURER SHALL BE ACCEPTABLE.

WIRE MESH REINFORCEMENT SHALL BE 6"x6" #10 MESH, SUPPORTED ON APPROPRIATE CHAIRS.

EXPANSION JOINTS SHALL BE PROVIDED BETWEEN EXISTING SIDEWALKS AND CURBS OR DRIVEWAYS AND AT INTERSECTIONS BETWEEN SIDEWALK AND OTHER FIXED OBJECTS, AT INTERVALS AT NEW POURS, AT ALL COLD JOINTS AND AT THE INTERSECTION OF THE SIDEWALK WITH ASPHALT PAVEMENTS.

THE SPACING FOR CONTRACTION/CONTROL JOINTS SHALL BE EQUIVALENT TO THE SIDEWALK WIDTH.

EXPANSION JOINTS SHALL BE SPACED NO GREATER THAN 32 FEET APART AND AT AN EVEN JOINT.

TOOLED JOINTS SHALL BE PARALLEL TO THE EDGE OF THE SIDEWALK.

THE CONTRACTOR SHALL USE EXPANSION JOINT CAPS WITH REMOVABLE CAP STRIPS AS MANUFACTURED BY VINYLEX CORPORATIONS.

EXPANSION JOINT SEALER SHALL BE SIKAFLEX 1CSL AS MANUFACTURED BY SIKA USA OR EQUIVALENT APPROVED.

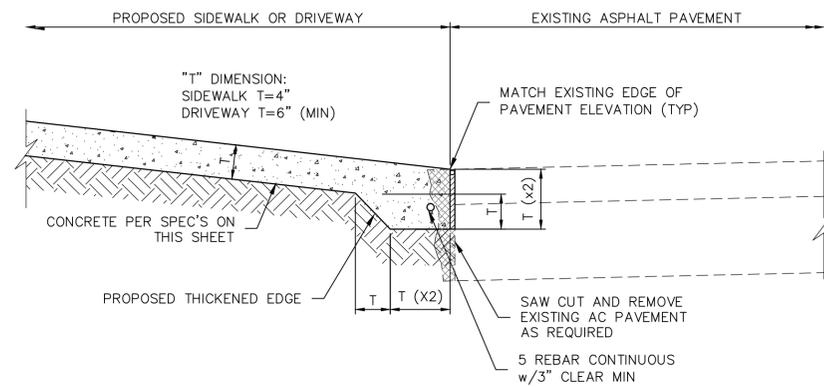
EXPANSION JOINT SEALER SHALL NOT BE PLACED IN DEPTHS GREATER THAN 3/4" OF JOINT SEALER, THE CONTRACTOR SHALL PLACE THE MATERIAL IN TWO (2) PLACEMENTS, WITH THE SECOND PLACEMENT DONE ONLY AFTER THE FIRST PLACEMENT HAS SUFFICIENTLY CURED.

ALL REMOVABLE CAP STRIPS SHALL BE PLACED ABOVE THE FINISHED SIDEWALK SURFACE AND SHALL NOT BE TOOLED OVER.

THE REMOVABLE CAP STRIPS SHALL BE PULLED AND FILLED WITH JOINT SEALER WITHIN 24 HOURS OF THE PLACEMENT OF THE CONCRETE.

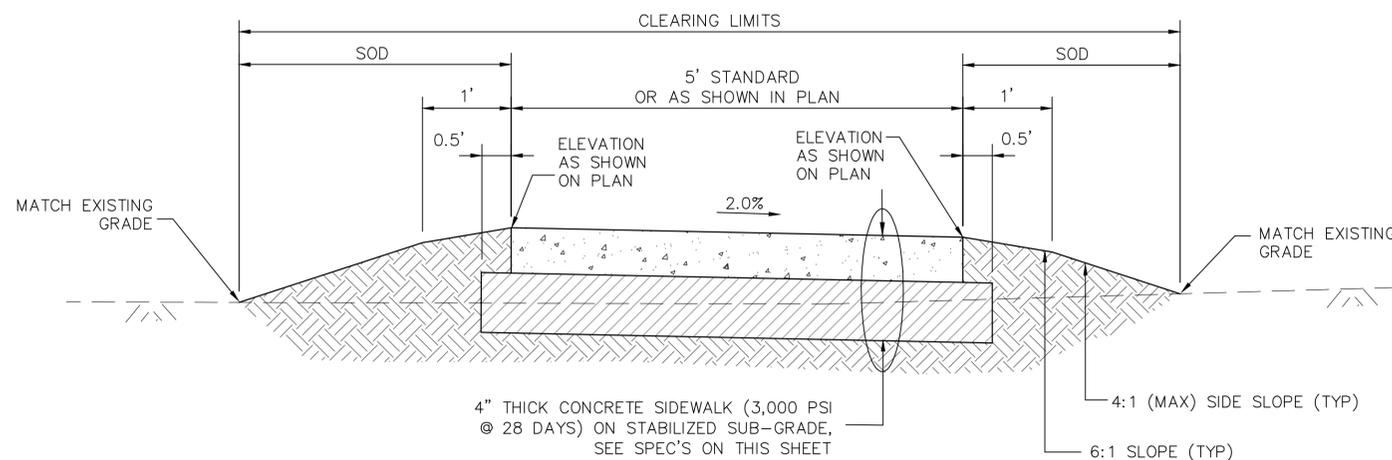
WHERE THE SIDEWALK MEETS PAVEMENT INCLUDING PUBLIC ROADS AND DRIVEWAYS, THE CONTRACTOR SHALL SAW CUT EDGE OF THE EXISTING PAVEMENT AND PROVIDE A THICKENED SURFACE, SEE DETAIL ON THIS SHEET

CONCRETE SHALL BE CURED IN ACCORDANCE WITH THE REQUIREMENTS OF FDOT SPECIFICATIONS SECTION 520-8.

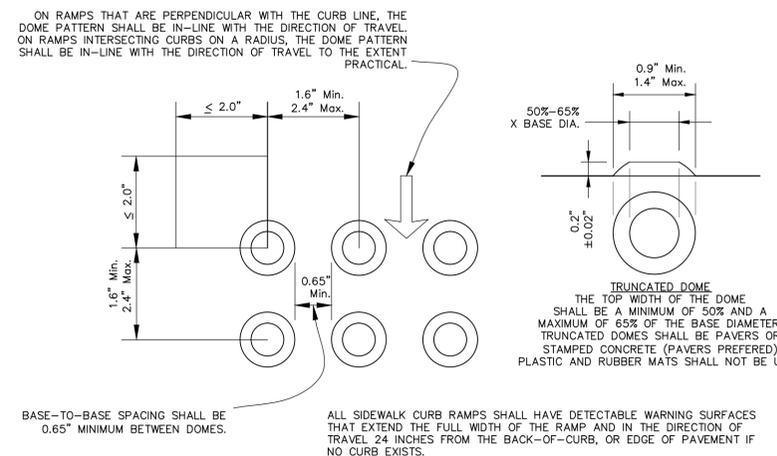


NOTE:  
THE INSTALLATION OF THE THICKENED EDGE IS INCIDENTAL AND INCLUDED IN THE SIDEWALK OR DRIVEWAY APRON PAY ITEM.

**STANDARD SIDEWALK OR DRIVEWAY TO ASPHALT PAVEMENT THICKENED EDGE DETAIL**  
N.T.S.



**TYPICAL SIDEWALK SECTION**  
N.T.S.



**CURB RAMP DETECTABLE WARNING DETAIL**  
N.T.S.

Drawing name: F:\Projects\2015\15-0194 North Port COR Agrmt. 2015-36\15-0194-16 Blue Ridge Park Parking\DWG\15-0194-16-SITE.dwg Tab: SHT 2.6 Date Printed: Tue, 27 Aug 2019 - 7:02am

NO.	REVISION	DATE	BY
1	REVISED WHEEL STOP FROM PLASTIC TO CONCRETE	4/22/20	TER



**DMK ASSOCIATES**  
ENGINEERS & SURVEYORS  
421 Commercial Court, Suite C, Venice, Florida 34292  
Phone (941)412-1293, Fax (941)412-1043  
Certificate of Authorization No. 3943

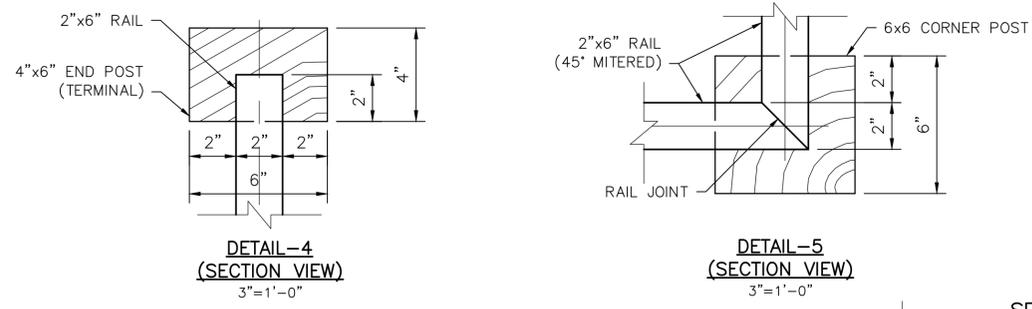
DATE	CKD. BY	DATE
8/26/2019	TER	8/26/2019
DESIGN	TER/RMS	8/26/2019
SCALE @ 22x34"	DMK NO. 15-0194-16	

CITY OF NORTH PORT - PUBLIC WORKS DIVISION  
**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**  
SIDEWALK TYPICAL SECTION, SPECIFICATION  
AND DETAIL SHEET

ENGINEER OF RECORD  
TIMOTHY E. ROANE P.E.  
STATE OF FLORIDA NO. 63113

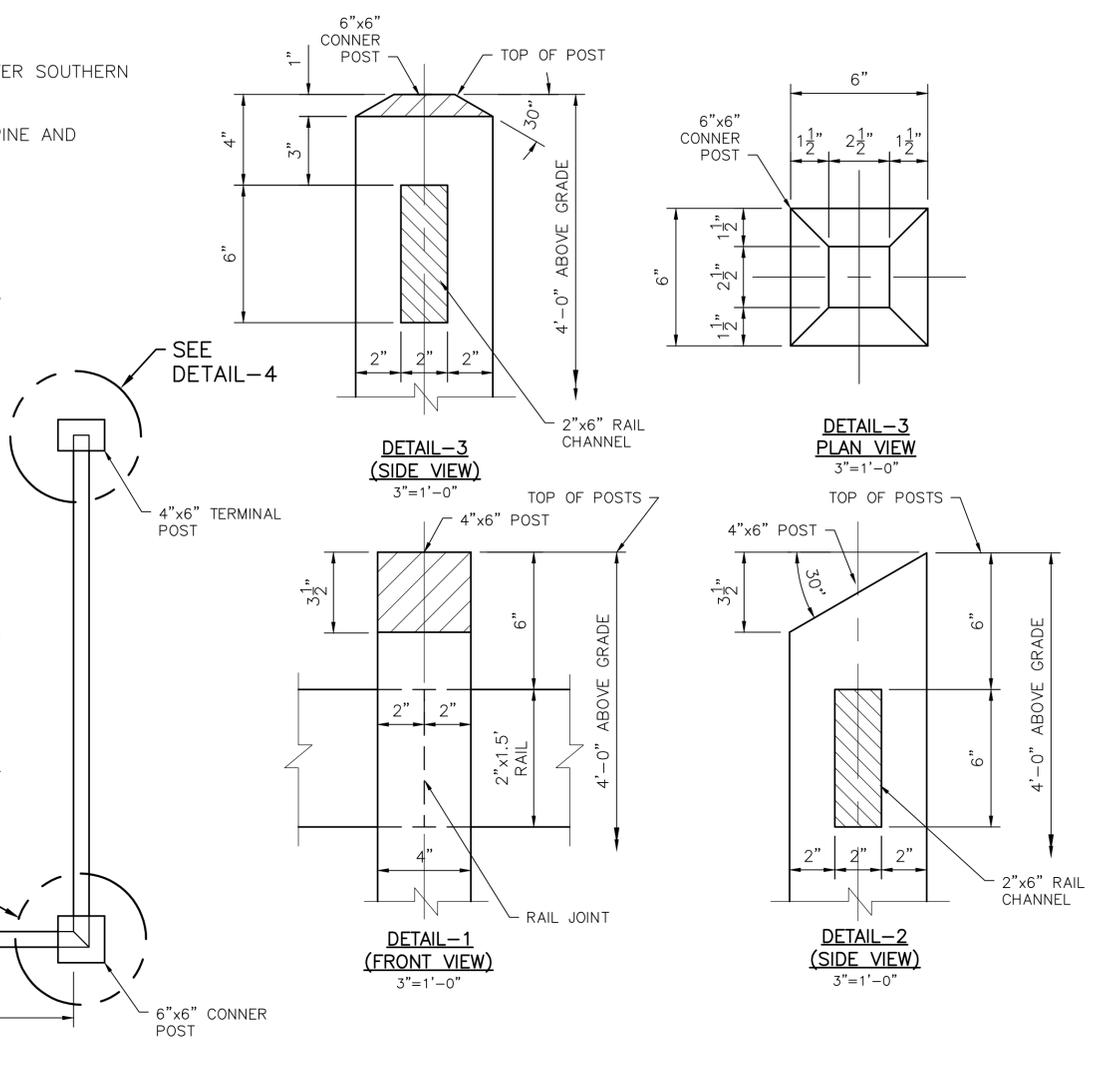
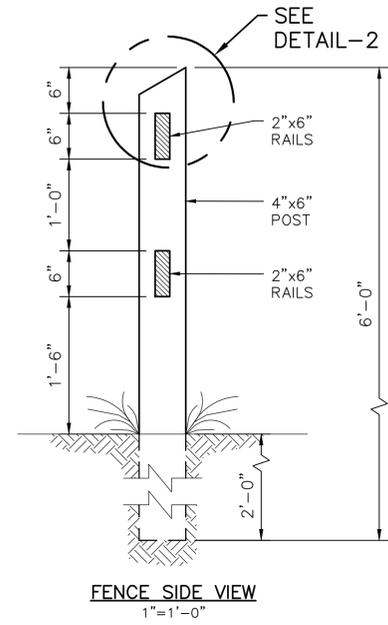
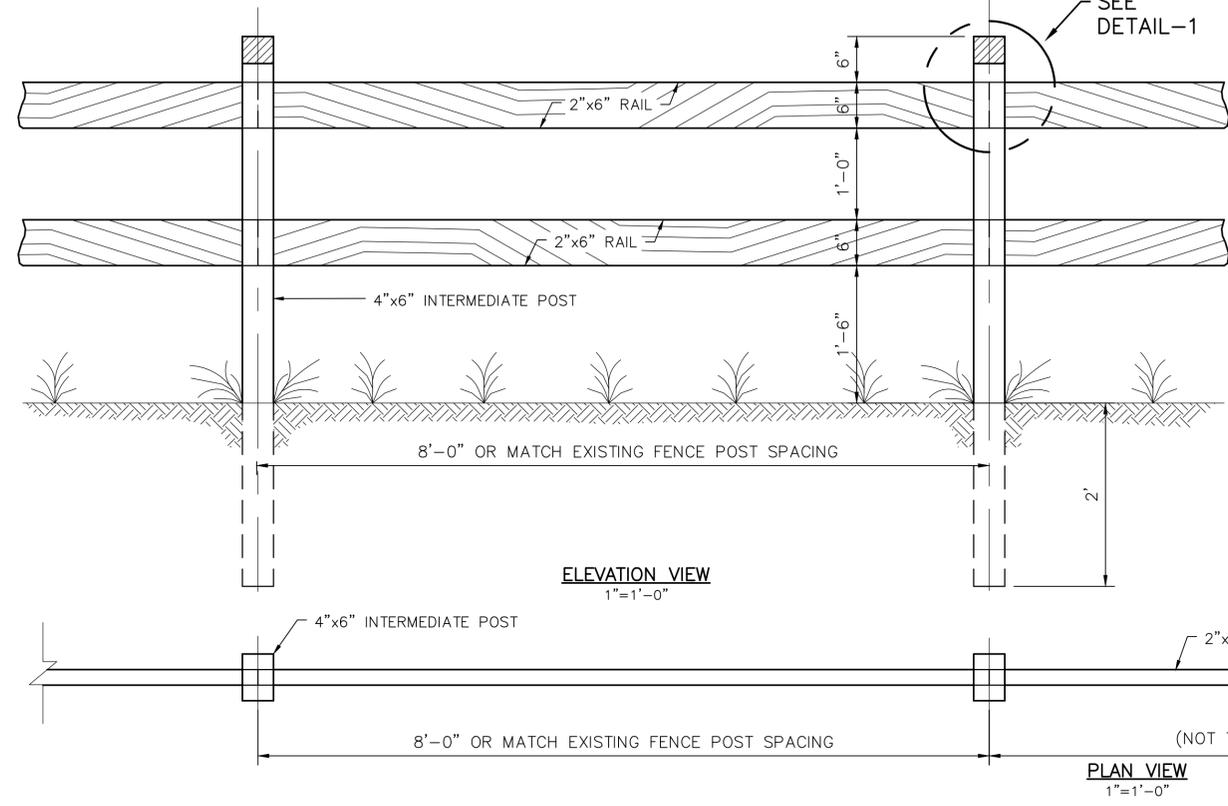
SHEET No.  
**2.6**

Drawing name: F:\Projects\2015-0194 North Port EOP Agrmt. 2015-36\15-0194-16 Blue Ridge Park Parking\DWG\15-0194-16-SITE.dwg Tab: SHT 2.7  
 Date Printed: Tue, 27 Aug 2019 - 7:02am

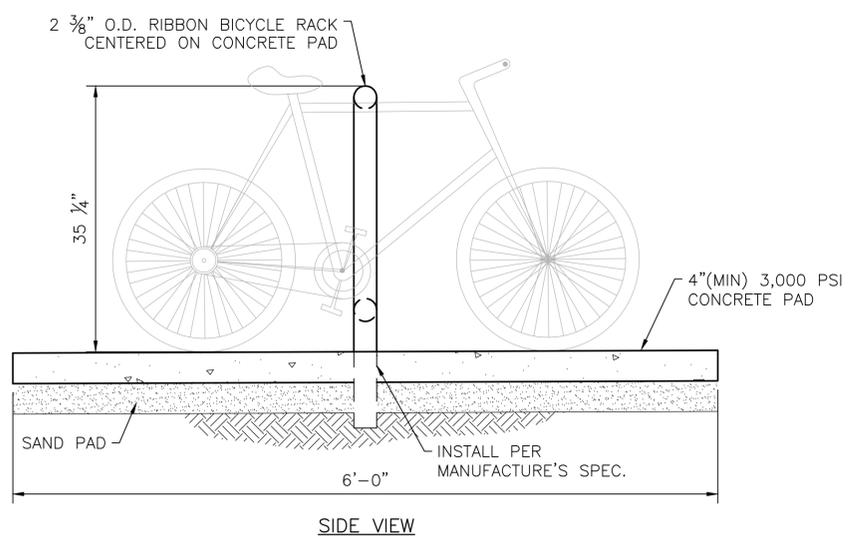
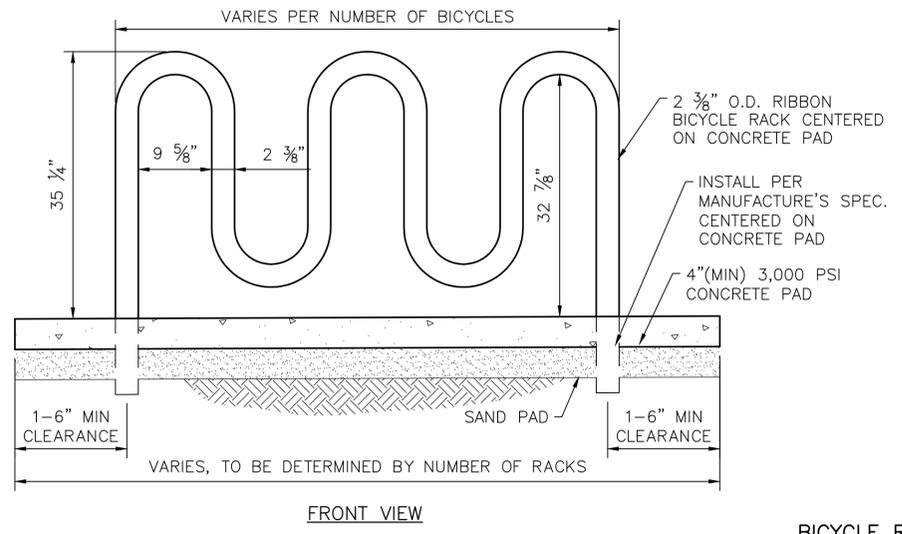


**NOTE:**

- ALL POSTS SHALL BE ROUGH #2 OR BETTER SOUTHERN YELLOW PINE AND TREATED NON-ARSNICE.
- ALL RAILS SHALL BE SOUTHERN YELLOW PINE AND TREATED NON-ARSNICE.



**MORTISE FENCE DETAIL**



**BICYCLE RACK DETAIL**  
SCALE: NONE



NO.	REVISION	DATE	BY



**DMK ASSOCIATES**  
 ENGINEERS SURVEYORS  
 421 Commercial Court, Suite C, Venice, Florida 34292  
 Phone (941)412-1293, Fax (941)412-1043  
 Certificate of Authorization No. 3943

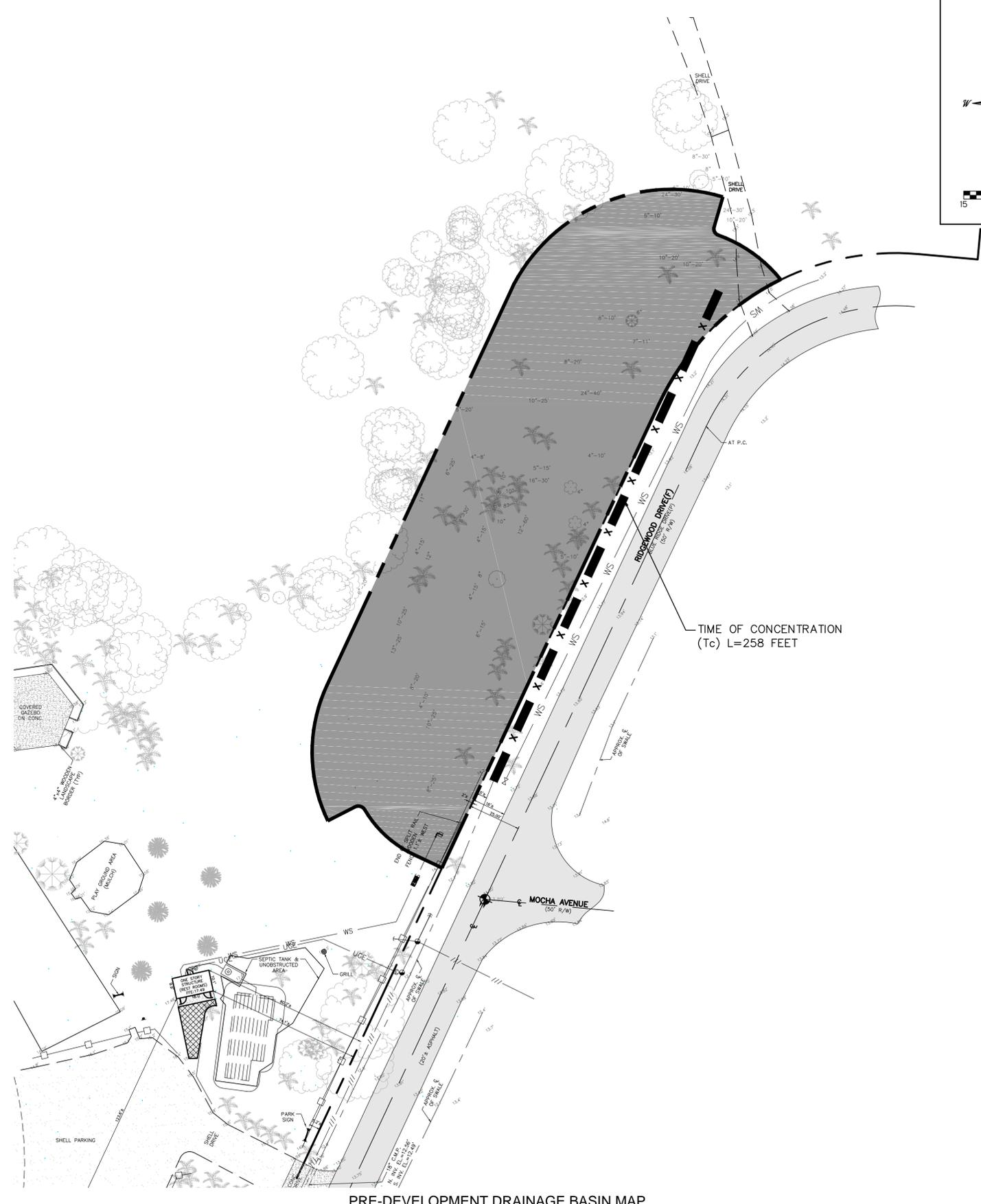
DATE	CKD. BY	DATE
8/26/2019	TER	8/26/2019
DESIGN TER/RMS	TER	8/26/2019
SCALE @ 22x34"	DMK NO. 15-0194-16	

CITY OF NORTH PORT - PUBLIC WORKS DIVISION  
**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**  
 MORTISE FENCE AND BIKE RACK DETAIL SHEET

ENGINEER OF RECORD  
 TIMOTHY E. ROANE P.E.  
 STATE OF FLORIDA NO. 63113

SHEET No.  
**2.7**

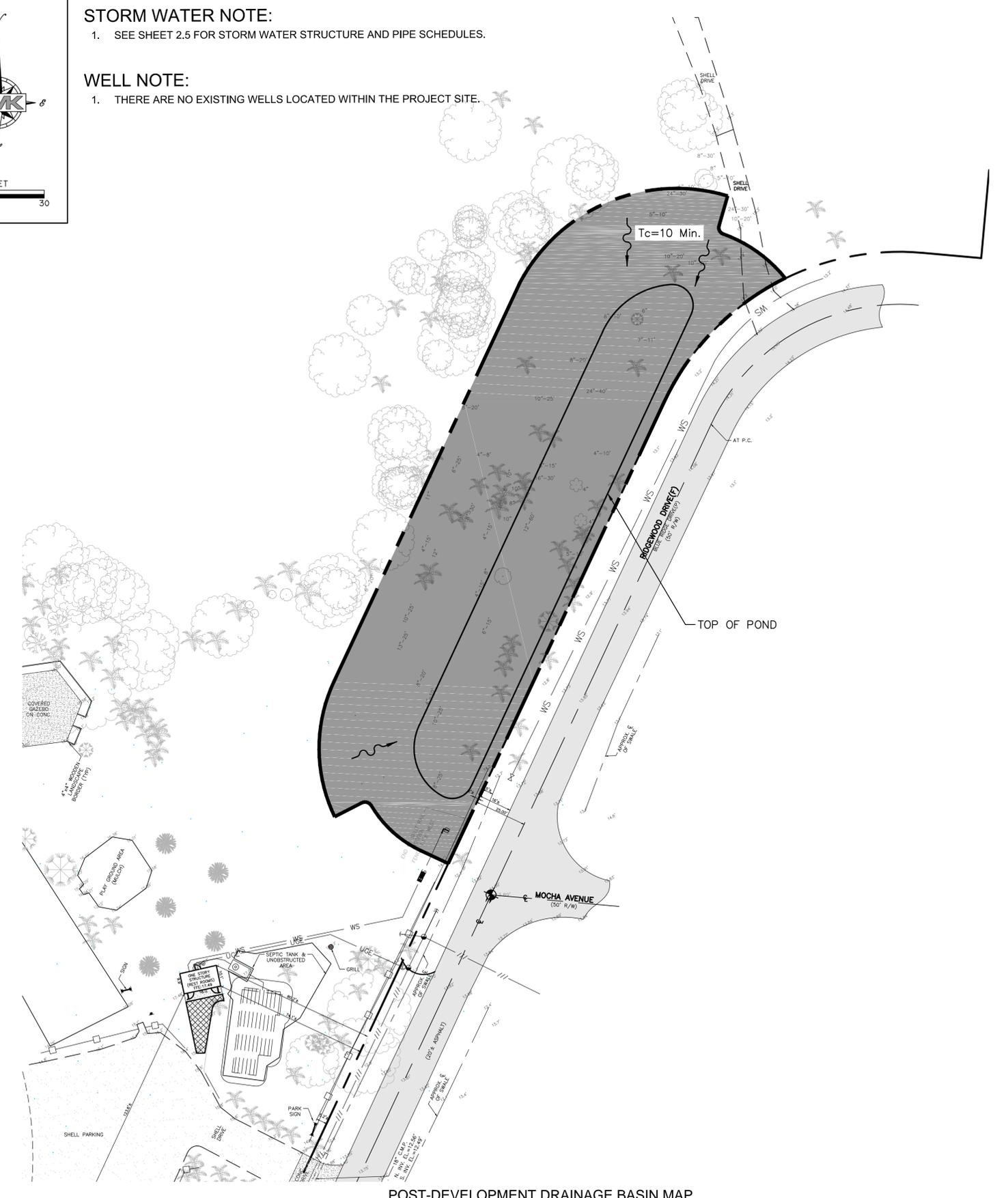
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PRE-DEVELOPMENT DRAINAGE BASIN MAP

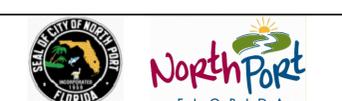
**STORM WATER NOTE:**  
 1. SEE SHEET 2.5 FOR STORM WATER STRUCTURE AND PIPE SCHEDULES.

**WELL NOTE:**  
 1. THERE ARE NO EXISTING WELLS LOCATED WITHIN THE PROJECT SITE.



POST-DEVELOPMENT DRAINAGE BASIN MAP

NO.	REVISION	DATE	BY



**DMK ASSOCIATES**  
 ENGINEERS & SURVEYORS  
 421 Commercial Court, Suite C, Venice, Florida 34292  
 Phone (941)412-1293, Fax (941)412-1043  
 Certificate of Authorization No. 3943

DATE	CKD. BY	DATE
8/26/2019	RMS	8/26/2019
DESIGN TER/RMS	TER	8/26/2019
SCALE @ 22x34"	DMK NO. 15-0194-16	

CITY OF NORTH PORT - PUBLIC WORKS DIVISION  
**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**  
 PRE-DEVELOPMENT AND POST-DEVELOPMENT  
 DRAINAGE BASIN MAPS

ENGINEER OF RECORD  
 TIMOTHY E. ROANE P.E.  
 STATE OF FLORIDA NO. 63113

SHEET No.  
**BM-1**

**CITY OF NORTH PORT - RFB 2020-32 BLUE RIDGE PARKING LOT IMPROVEMENTS**

**BID FORM**

No.	Description	Qty.	Units	Unit Price	Amt.
<b>I. GENERAL</b>					
101-1	Mobilization (not ot exceed 5% of total bid)	1	LS	-	-
102-1	Maintenance of Traffic	1	LS		-
1001-1	Survey, Stakeout & Record Drawings	1	LS		-
SUBTOTAL =					-
<b>II. CLEARING, GRUBBING &amp; EARTHWORK</b>					
104-1	Erosion Control (includes silt fence, tree protection, soil tracking devices, etc.)	1	LS		-
110-1	Clearing & Grubbing (includes tree and fence removal, permits)	1	LS		-
120-1	Excavation, Embankment and Grading	1	LS		-
570-1-2	Sod (Bahia)	2300	SY		-
600-1	Hydroseed (Bahia)	632	SY		-
SUBTOTAL =					-
<b>III. DRAINAGE</b>					
1050-11214	10" PVC sidewalk cross drain	21	LF		-
425-1-529	Type 'C' Control Structure w/fiberglass skimmer	1	EA		-
430-175-215	12"x18" ERCP	146	LF		-
430-982-623	12"x18" MES, SD	4	EA		-
430-982-623	12"x18" MES, CD	1	EA		-
440-1	Sidedrain, 6" diameter (includes liner, filter sand, geotextile, rip rap, clean outs, etc)	295	LF		-
530-3-4	Riprap, w/ filter fabric	7	TN		-
SUBTOTAL =					-
<b>IV. PAVEMENT</b>					
160-4-8	Type 'B' Stabilization (LBR 40) (8" Thick)	2283	SY		-
285-7	Shell Rock Base (6" Thick)	1793	SY		-
334-1	2" thick SP-12.5 Asphalt	190	TN		-
520-2-4	Type D Curb	172	LF		-
520-2-2S	Wheel Stops, Concrete	31	EA		-
522-1	Concrete Sidewalk (4" Thick)	255	SY		-
522-2	Concrete (6" Thick)	160	SY		-
522-5	Shell Driveway	72	SY		-
527-2	Detectable Warning Devices (ADA Mats)	1	EA		-
SUBTOTAL =					-
<b>V. SIGNAGE &amp; STRIPING</b>					
700-1-40	Single Sign & Post, (Stop Signs, ADA Parking, Authorized Vehicle Only)	6	EA		-
710-11-170	Directional Arrows (White)	4	EA		-
710-11-421	6" Blue Solid Stripe	144	LF		-
710-11-421	6" White Solid Stripe	474	LF		-
711-11-125	24" Solid White Stripe, thermoplastic (Stop Bar w/lettering)	24	LF		-
SUBTOTAL =					-

**CITY OF NORTH PORT - RFB 2020-32 BLUE RIDGE PARKING LOT IMPROVEMENTS**

**BID FORM**

No.	Description	Qty.	Units	Unit Price	Amt.
<b>VI. MISCELLANEOUS</b>					
M-1	Wood Fence (Mortise)	276	LF		-
M-2	Water service/meter/backflow preventer relocation	1	LS		-
M-3	Bike Rack, w/concrete pad (complete)	1	EA		-
				SUBTOTAL =	-
<b>SUMMARY</b>					
<b>I. GENERAL</b>					\$ -
<b>II. CLEARING, GRUBBING &amp; EARTHWORK</b>					\$ -
<b>III. DRAINAGE</b>					\$ -
<b>IV. PAVEMENT</b>					\$ -
<b>V. SIGNAGE &amp; STRIPING</b>					\$ -
<b>VI. MISCELLANEOUS</b>					\$ -
<b>TOTAL =</b>					\$ -

Date:

Signed (Person authorized to bind the company):

Name (printed):



**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](mailto:purchasing@cityofnorthport.com)



**May 1, 2020**  
**ADDENDUM 3**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2020-32 Blueridge Parking Lot Improvements**

**DUE DATE**

**EXTENSION: ~~May 6, 2020~~ May 13, 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.

**ITEM 1: The Bid Due Date has been extended to May 13, 2020 at 2:00 pm.**

**ITEM 2: We are currently establishing the video conference links for use by the public for attending the bid openings remotely and that information will be disseminated in a subsequent Addendum as soon as available. Any vendor who would like to listen or view a bid opening will be able to do so with the information and/or link provided in the subsequent Addendum.**

**ITEM 3: QUESTIONS AND ANSWERS:**

**1Q:** Will the on-site gopher turtles be relocated prior to the project starting? And will the City take care of this?

**1A:** This is on the plan set page 2.

**2Q:** Engineers Estimate?

**2A:** \$259,735

**3Q:** NTP Date?

**3A:** This will be mutually decided at the pre-construction meeting.

**4Q:** Would a Certified Underground Utility and Excavation Contractor License suffice?

**4A:** Please see answer on Addendum 2.

**5Q:** I am concerned with the note on Sht 2.4 that asks the Contractor to be responsible for removal/replacement of existing clay/hard pan material found below the bottom of the proposed pond for a minimum of 3 ft. This could create a very unbalanced bid if the contractor was to try to guess worse case. Will you consider adding a line item to address the issue of removal/replacement and help keep a fairer and more equitable bid?

**5A: Removal/replacement of existing clay/hard pan material found below the bottom of the proposed pond should be included as part of the lump sum grading bid item.**

**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](mailto:kraney@cityofnorthport.com)**

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



**City of North Port**  
**FINANCE DEPARTMENT/PURCHASING DIVISION**  
**4970 CITY HALL BLVD, STE 337**  
**NORTH PORT, FLORIDA 34287**  
 Office: 941.429.7170  
 Fax: 941.429.7173  
 Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



**May 12, 2020**  
**ADDENDUM NO. 4**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB No. 2020-32 Blueridge Parking Lot Improvements**

**DUE DATE: May 13, 2020**

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: NORTH PORT CITY HALL IS CLOSED TO THE PUBLIC. A BID SUBMITTAL WILL ONLY BE ACCEPTED IF DELIVERED VIA USPS, FED-EX, OR OTHER PACKAGE DELIVERY COMPANY. THE SUBMITTAL MUST BE DELIVERED BY A DELIVERY SERVICE COMPANY AND WITH TIME TRACKING ELECTRONICALLY DOCUMENTED. THE CITY WILL NOT ACCEPT A HAND DELIVERY OF A BID SUBMITTAL.**

**A BID SUBMITTAL MUST BE DELIVERED TO: CITY HALL, 4790 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286 ON OR BEFORE MAY 13, 2020 AT 2:00 P.M. A BID SUBMITTAL WILL NOT BE ACCEPTED AFTER THE DAY AND TIME ABOVE AND WILL BE RETURNED UNOPENED.**

**THE BID OPENING MEETING WILL OCCUR ON MAY 18, 2020 AT 2:00 P.M. IN PERSON ATTENDANCE IS PROHIBITED AT THE MEETING. FOR INFORMATION ABOUT HOW TO VIEW OR LISTEN TO THE MEETING REMOTELY, SEE THE NOTICE OF MEETING POSTED ON DEMANDSTAR, POSTED ON THE CITY WEBSITE AT [WWW.CITYOFNORTHPORT.COM/ONLINEMEETINGS](http://WWW.CITYOFNORTHPORT.COM/ONLINEMEETINGS); POSTED ON THE AGENDA MANAGEMENT WEBSITE AT [HTTPS://CITYOFNORTHPORT.LEGISTAR.COM/CALENDAR.ASPX](https://CITYOFNORTHPORT.LEGISTAR.COM/CALENDAR.ASPX); AND POSTED ON THE FRONT WINDOWS OF CITY HALL.**

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](mailto: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](mailto:purchasing@cityofnorthport.com)



**April 1, 2020**  
**ADDENDUM 1**

**TO: PROSPECTIVE BIDDERS**

**RE: RFB NO. 2020-32 Blueridge Parking Lot Improvements**

**DUE DATE April 22, 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.

**Statement: The due date has been extended from April 22, 2020 to May 6, 2020.**  
**Last day for questions is extended to April 30, 2020.**

**1Q:** Is there Fabriform being called for in this project or is it an alternate?

**1A:** No, Fabriform is not being called for.

**2Q:** If Fabriform is called for please list how to locate it in the plans for take off purposes.

**2A:** See answer to question 1.

**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](mailto: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

## Blue Ridge Park Parking Lot Improvements



**REQUEST FOR BID NO. 2020-32**



**City of North Port**  
FINANCE DEPARTMENT/PURCHASING DIVISION  
4970 City Hall Boulevard  
North Port, Florida 34286  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS  
FOR  
REQUEST FOR BID NO. 2020-32  
BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**

The City of North Port is requesting sealed bids from licensed, experienced, Contractor for the construction of additional parking at Blue Ridge Park located at 2155 Ridgewood Dr., North Port, FL.

*The Site is open to the public so there is no pre bid meeting scheduled.*

**BID OPENING: April 22, 2020 AT 2:00 PM (EST)  
4970 CITY HALL BOULEVARD, SUITE 302, NORTH PORT, FLORIDA 34286**

*\*\*ALL BIDS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337\*\**

**The bid opening is open to the public. This meeting is not mandatory, the City is offering a conference call 605-468-8008 code 695023 if you choose to listen in. The unofficial bid tabulation will be posted on DemandStar immediately after the bid opening.**

Information regarding this project may be viewed and downloaded from Demandstar's website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the city website at [www.cityofnorthport.com](http://www.cityofnorthport.com). Bid specifications are posted on the City FTP site at [http://apps.cityofnorthport.com/ftpinfo/dnld\\_form.aspx](http://apps.cityofnorthport.com/ftpinfo/dnld_form.aspx) (go to the drop down box, select Purchasing and scroll to Project RFB No. 2020-32); however, the only place to obtain addenda are on [www.demandstar.com](http://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](mailto:purchasing@cityofnorthport.com). No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **April 15, 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: 3/20/20**

**Sarasota Herald Tribune Newspaper-**

<http://cityofnorthport.com/www.demandstar.com>

[http://apps.cityofnorthport.com/ftpinfo/dnld\\_form.aspx](http://apps.cityofnorthport.com/ftpinfo/dnld_form.aspx)

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Special Provisions .....29

Insurance Requirements ..... 39

Bidder Checklist, Bid Form and City Forms .....42

Sample Contract Document..... 65

**SEPARATE INDIVIDUAL ATTACHMENTS:**

[Go to City FTP site at http://apps.cityofnorthport.com/ftpinfo/dnld\\_form.aspx](http://apps.cityofnorthport.com/ftpinfo/dnld_form.aspx) (go to the drop-down box, select Purchasing and scroll to Project RFB No. 2020-32)

**LIST OF ATTACHMENTS**

- ATTACHMENT A: Technical Provisions**
- ATTACHMENT B: Bid Schedule Excel**
- ATTACHMENT C: Plans**
- ATTACHMENT D: SWFWMD Permit**
- ATTACHMENT E: Environmental Report**

**STATEMENT OF NON-SUBMITTAL**

We, the undersigned, have declined to submit a bid on the requested Request for Bid **2020-32**

- 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](mailto:purchasing@cityofnorthport.com) or faxed to 941.429.7173.

## 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.

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

- **Addenda:** a written change to a solicitation
- **Bid:** any offer submitted in response to this request for Bid.
- **Bidder:** One that submits a bid in response to this Request for Bid.
- **Bid Documents:** Includes the General Terms and Conditions; Special Conditions; Technical Specifications, the Bid Form; Non-Collusive Affidavit; Public Entity Crime Form; Certificate(s) of Insurance, if required; Payment and Performance Bonds, if required; Corporate Resolution; Bid Bond, if required; Local Business Affidavit, Scrutinized Company Affidavit and Certification and all Addendum 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:** 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.

## 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.

It shall be the responsibility of the bidder, prior to submitting their response, to either visit [www.demandstar.com](http://www.demandstar.com) to view the solicitation and download all issued addenda or contact Purchasing to determine if addenda were issued.

**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, 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 Administrator, 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's firm, and received prior to the opening of bids. Bid modifications must be identified as such and will be opened with the firm'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] read aloud within the Purchasing Office, or 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 Administrator 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 local preference and whose evaluation by the City indicates that the award will be in the best interest of the City.

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

Obviously misplaced decimal points will be corrected.

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

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

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

**5. BID TABULATIONS:** 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](http://www.demandstar.com) within ten (10) 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.

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

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

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

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

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

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

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

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

**19. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** 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.state.fl.us/library-archives/records-management/general-records-schedules/>)
  - b. “Public records” means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONTRACTOR’S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

2. Upon request from the City's custodian of public records, provide the CITY, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

**5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: [publicrecordsrequest@cityofnorthport.com](mailto: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.

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

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

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

**32. PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES:** All bidders submitting a response to this RFB agree that such response also constitutes a bid in accordance with the terms of the RFB to all political subdivisions of Sarasota County and the State of Florida, under the same conditions, for the same prices as this bid, unless otherwise stipulated by the bidder.

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

**36. 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 request 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.

**44. SCRUTINIZED COMPANIES:**

A. 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.

B. 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 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 the Local Preference if Bidder qualifies under the definition below and in accordance with Ordinance 2009-10, as may be amended by the City of NorthPort.

**A. Local Business Definition:**

Preference shall be given to a "local business" in the purchase of commodities and services procured pursuant to this Section. Bidders desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid shall not be granted local preference consideration for the purpose of that specific contract award.

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

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

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

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

**B. Local Price Match Option:**

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

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

**46. 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, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

**47. 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.

**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.

#### **1.2 Definitions:**

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

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

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

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

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

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

**1.2.7** 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 a maximum of ten (10) hours duration. The cost for inspection time for work performed on Sundays, 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: Sunday, any day designated as a holiday by the City, any day the Contractor is prevented from working during the first five (5) hours of the work day, with at least sixty percent (60%) of the normal work force, due to inclement weather.

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

Blue Ridge Park will remain open to the public during the construction of the additional parking lot. Contractor must not block or stage any equipment or materials in the existing parking lot, and must not block ingress and egress of vehicles throughout the construction.

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

## 2. PROSECUTION AND PROGRESS

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

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

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 Performance and Payment Bond:**

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

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

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

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

### 3. CONTROL OF THE WORK AND MATERIALS

#### 3.1 Control of Work:

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

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

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

- 3.1.3.1** Permits from Agencies as required by law
- 3.1.3.2** Change Orders
- 3.1.3.3** Contract Documents, including Special Provisions, Technical Specifications and Attachments A through C
- 3.1.3.4** Construction Plans
  - 3.1.3.4.1** Dimensions given in figures govern scaled dimensions.
  - 3.1.3.4.2** Detail drawings govern over general drawings.
  - 3.1.3.4.3** Addenda/Change order drawings govern over Contract documents.
- 3.1.3.5** FDOT Roadway and Traffic Standard Plans, July 2019 edition.
- 3.1.3.6** FDOT Standard Specifications, for Road & Bridge Construction, 2019 edition.

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

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

**3.1.6 City's Status:** The City and/or the City's Representative shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City and/or the City's Representative

shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications.

**The City Manager or his Designee has the authority to:**

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

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

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

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

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

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

**3.1.10 City May Stop the Work:** If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party. The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

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

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

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

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

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

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

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

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

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

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

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

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

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has

restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the City.

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

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

- 3.1.18.1** By unit prices named in the contract.
- 3.1.18.2** By Change Order executed by City Manager.
- 3.1.18.3** By cost and percentage or by cost and a fixed fee.
- 3.1.18.4** By estimate and acceptance in a lump sum.
- 3.1.18.5** By Contingency Authorization (executed by City Manager).

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

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

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

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

**3.1.21 Correction of Work Before Final Payment:** All work, materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the City who shall be the final judge of quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet City's approval; they shall be forthwith reconstructed, made good, replaced, and/or

corrected, as the case may be, by the Contractor at his/her own expense. Rejected material shall be immediately removed from the site. If, in the opinion of any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the City to be equitable.

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

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

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

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

- 3.1.25.1** Defective Work not remedied; Reference FDOT section 9-5.3, FDOT Standard Specifications for Road and Bridge Construction manual dated 2019.
- 3.1.25.2** Claims filed or evidence indicating probable filing of claims; Reference FDOT sections 5-12, FDOT Standard Specifications for Road and Bridge Construction manual dated 2019.
- 3.1.25.3** Failure of the Contractor to make payment properly to Subcontractors or for material/labor; Reference FDOT section 9-5.6, FDOT Standard Specifications for Road and Bridge Construction manual dated 2019.
- 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.

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

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

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

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

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

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

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed

by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of completion or written acceptance by the City, whichever is later.

**3.1.35 Responsibility Regarding Existing Utilities and Structures:** The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures from any damage resulting from said excavation. The Contractor is to include within his line item bid prices the costs to protect, support and/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. Any necessary relocation of CNP City of North Port (CNP) Utilities will be paid as additional work documented by change order.

**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 “Manual on Uniform Traffic Control and Devices” and maintain safe conditions at all times.

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

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

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

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

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

**3.1.48 Progress Meeting:** Progress meetings will be conducted 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 General Provisions/ END OF SECTION II**

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### SECTION III. SPECIAL PROVISIONS

**SP-01 INTENT:** The City of North Port, Parks & Recreation Department is requesting sealed bids from licensed, experienced, Contractor for the construction of additional parking and sidewalks at Blue Ridge Park.

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 as specified herein. The Contractor shall be responsible for traffic control, the restoration of existing street signs, traffic control signs, mailboxes and any other appurtenances disturbed during construction.

**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. Special attention is directed to pavers capable of achieving desired application rates, specified cross slope and necessary joint matching through the use of the latest electronic technology available.

Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall utilize compaction equipment, which will produce the required density in accordance with FDOT Specifications. The Contractor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable. The Contractor shall also conform to FDOT Specification, Section 100.

**SP-03 CONSTRUCTION SCHEDULE:** The time for the completion of the Blue Ridge Park Parking Lot & Sidewalk Improvements work shall be **180 calendar days** from date specified in the Notice to Proceed to final completion Contractor shall ensure that all work will be completed within the specified time without exception with a schedule showing completion within established constraints that will become the baseline for future updates. Updated schedules must identify any activities delayed and impacts to the progression of work with remedial action plans for recovery or adjustments. After a baseline schedule is submitted and approved consideration for significant changes in the Construction Schedule by Contractor must be justified and warranted before adopted.

The proposed production schedule shall be submitted a minimum of one (1) week prior to submitting the monthly invoices, as required under Special Provisions. Invoices will be rejected if the schedule is not included.

**SP-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, phone number and cellphone numbers of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract the survey work, the Contractor shall include the registration number of the surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency telephone or beeper number for the City's use, which the Contractor shall update as necessary throughout the project. The

Contractor shall request, in writing, any changes in subcontractors or suppliers. No change in subcontractors or suppliers shall be made without written consent from the City.

- 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 source of materials for the barrow material. The Contractor shall not change these sources without written consent from the City.
- 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.

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

**SP-05 PROGRESS MEETING:** The Contractor shall designate a representative to attend Progress Meetings held at City Hall, Parks & Recreation Department, 4970 City Hall Blvd., North Port Florida 34286, or a mutually agreed location. The Contractor shall submit, at each meeting, revised schedule information, a written projected schedule for the next week, written claims for additional compensation, written claims for rain days to extend the Contract, results of all testing and Value Engineering Proposals. The City will use the update schedule information to monitor the Contractor's production rate. Upon written notice from the City, the Contractor shall dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract.

**SP-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 line item bid prices, the costs to protect, and/or support, all underground utilities, which may be in conflict with the construction of this proposed project.

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

The Contractor shall not apply the surface course until all manholes, valve covers and survey monument boxes necessary to be reset have been reset by the Contractor. Utilities located within the City's right-of-way are required to furnish adjustment rings and risers. The Contractor shall request from the utilities the necessary materials; however, the Contractor shall bear all costs necessary to complete the adjustments. The Contractor shall be responsible for maintaining the specified thickness of the final course of asphalt while resetting the manholes, valve covers and survey monument boxes to within  $\pm 1/4$ -inch tolerance. The Contractor shall bear all costs necessary to correct manholes, valve covers, and survey monument boxes not reset to within the specified tolerances. The Utility contact person for the City is Darrell Smith, CNP Utility Construction Coordinator located at CNP Utility Department, 6644 W. Price Blvd. telephone number 941-240-8021.

**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 in not more than **180 calendar days** from the Notice to Proceed; subject only to delays

caused through no fault of the Contractor or acts of God. The work will be substantially completed within **150 calendar days**; with final completion within **thirty (30) calendar** days after attaining Substantial Completion. Time is of the essence in the performance of this Contract.

**SP-08 LIQUIDATED DAMAGES:** The work shall be completed within the contract time specified. The contract time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract.

The City of North Port shall issue a Notice of Substantial Completion when it has determined that the work identified in the contract has been substantially completed; record drawings have been submitted and approved by the City and that the facility is operating satisfactorily. The contract time also includes up to fourteen (14) calendar days for the review of submittals, excluding pay requests, by the City of North Port. The City of North Port shall provide the Contractor with a punch list within two (2) calendar days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City of North Port by the Contractor to meet his/her obligations under the contract. The Contractor shall complete the items on the punch list to the satisfaction of the City of North Port within fifteen (15) 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 fifteen (15) calendar day period shall be charged to the Contractor.

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not substantially completed within the contract time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **ONE HUNDRED THREE DOLLARS (\$103.00)** as Liquidated Damages (but not as a penalty) as specified in section 8-10 of FDOT Standard Specifications dated July 2019, to be paid by the Contractor to the City for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Substantial Completion of the work.

**SP-9 DAMAGES:** Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, mailboxes, sprinkler systems, conduits, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service. Mailboxes shall be kept in service to the satisfaction of the US Postal Service and the City, until they are permanently restored to their proper location upon the completion of the work.

**SP-10 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. Prior to resurfacing, the Contractor shall fill and compact all potholes or other surface distortions in such a manner as to preclude any deflection in wearing surface on all roadways that are to be overlaid and that are a part of this contract unless agreed and approved by the Parks & Recreation Department.

Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Provision and/or

Technical Specification shall result in the Contractor being considered in default and subject to suspension of this contract.

**SP-11 SAFETY:** The Contractor shall at all times take every available precaution to safeguard the Public. The Contractor shall prepare and submit a Maintenance of Traffic (MOT) Plan based on the phasing of construction for review and approval by the City. All Contractor personnel shall fully comply with the approved MOT Plan. It shall be the responsibility of the Contractor to keep the MOT Plan current and up to date during the project.

Contractor shall communicate with the Inspector and act courteously with the Public. 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). The Contractor shall not remove any traffic controls, including off-duty officers and flaggers without permission of the City Inspector until the roadway is completely ready for traffic; therefore, the Contractor shall have personnel on-site until all temporary striping is completed. No open excavations are allowed in the project. Any pipe installation shall be backfilled properly the same day of work on such pipe area to allow safe passing of pedestrians and vehicles. The Contractor shall immediately remove any personnel who fail to conform to this requirement.

**SP-12 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 lump sum.
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 City Manager
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-13 CONTRACTOR'S RESPONSIBILITY OF EXISTING CONDITIONS:** 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. If the Contractor desires additional below water and subsurface investigation, it will be done at Contractor's expense, prior to bidding. 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, subsurface conditions, existing creek bottom conditions (rock, rubble, etc.), de-mucking required to achieve proper construction, limited access, Gopher Tortoise Borrows and water flow.

**SP-14 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-15 PHOTOGRAPHIC DOCUMENTATION:** The Contractor will provide 8"x10" color photographs of the project "just before construction" and for unusual conditions during construction. The photographs will show pertinent physical features along the entire line of construction before construction begins. The Contractor will furnish two copies of all pictures to the City's representative. Electronic submission is acceptable in lieu of photographs.

**SP-16 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 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 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.

**SP-17 MEASUREMENT OF QUANTITIES:** The Contractor shall submit quantities measured in accordance with the Technical Specifications. The quantities of work performed and submitted will be verified and/or adjusted by the City. The City verified or adjusted measurements shall be final and binding. All work computed under the contract shall be measured 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 anywork.

**SP-18 CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location 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-19 ASSIGNMENT AND SUBLETTING:** The Contractor shall not sub-let or otherwise assign more than fifty percent (50%) of the contract value. The Contractor shall perform at least 50% of the entire activities as specified with his/her own staff. The City may request contractor to provide proof concerning their staff and or equipment.

**SP-20 QUALIFICATIONS AND EXPERIENCE:** Contractor shall submit a minimum of three (3) recent (within the past five years) references of projects of similar size and scope involving paving, stormwater system improvements and all associated testing, miscellaneous work, restoration, and clean-up. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The City reserves the right to contact references. Bidder is referred to MINIMUM QUALIFICATIONS AND REFERENCE FORM included later herein.

**SP-21 PAYMENT TERMS:** Payment terms are defined in the instructions to bidders/contract. Please note the City has implemented Bank of America's ePayables solution, a convenient new payment option for our bidders, and going forward would like to pay all future invoices with Visa credit card. If you would like to obtain additional information, please contact Cheryl Dwyer, Business Professional with the Finance Department at 941.429.7111.

**SP-22 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-23 FAILURE OF ENGINEER TO REJECT WORK DURING CONSTRUCTION:** If, during or prior to construction operations, the Engineer fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject in no way prevents the later rejection when such defect is discovered, or obligates the City to final acceptance. The City is not responsible for losses suffered due to any necessary removals or repairs of such defects.

**SP-24 CRITERIA FOR AWARD:** The award of this bid shall be to the lowest responsive, responsible bidder who meets or exceeds the minimum requirements of these specifications. Other considerations of award are Local preference, favorable references, qualifications, similar project experience, and successfully completed projects.

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.

**SP-25 FACILITY OPERATIONS:** Blue Ridge Park will remain operational during construction. Contractor must provide a safe, convenient, and accessible travel path for pedestrians and allow for ingress and egress of vehicles and parking access throughout the construction. The existing parking lot is to remain open, and no equipment or materials will be stored in the existing parking lot area.

**SP-26 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-27 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--28 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--29 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--30 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--31 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--32 RECORD DRAWINGS CERTIFICATION:** The certification statement shall be as follows:

"I hereby certify that the as-built location information of the water and/or 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--33 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--34 LICENSE(S) REQUIREMENT:** Certified General Contractor

**SP—35 HYDRANT METER:** If applicable, the Contractor will be responsible for coordinating a hydrant meter from North Port Utilities.

**SP—36 GOPHER TORTOISE SURVEY:** City will be coordinating this survey, prior to construction.

**End of Special Provisions**

**END OF SECTION III**

## SECTION IV.

### INSURANCE REQUIREMENTS

#### A. INSURANCE

A. Before performing any contract work, Contractor and subcontractors shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. 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 "Excellent." No changes are to be made to these specifications without prior written specific 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.

- i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.
- ii. **Comprehensive Commercial General Liability Insurance:** Occurrence from required. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
- iii. **Commercial Automobile Insurance:** 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 Contract.

General requirements: The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract. The Certificate of Insurance MUST be accompanied by a copy of the additional insured endorsement (CG20101185 or combination of CG20100704 and GC20370704).

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.

B. **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.

**C. POLICY FORM**

1. All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees, or volunteers.

2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

3. Each insurance policy required by this Contract shall:

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

b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.

6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.

7. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

8. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be

received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

*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*

**SECTION V.  
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).**
- 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 **“Local Business Affidavit” or “North Port Local Business Affidavit”**
- 11. Fill out and sign **Public Entity Crime Information**
- 12. Fill out and sign **No Lobbying Affidavit**
- 13. Fill out and sign the **SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT**
- 14. Fill out and sign the **EQUIPMENT LIST**
- 15. Fill out and sign the **SCRUTINIZED BUSINESSFORM**
- 16. **Provide your W-9 with bid packet if you haven’t done business with the City of North Port in the past two years.**
- 17. Provide **any additional documentation requested** within the Bid Document.
- 18. **Submit ONE (1) Original AND ONE (1) Copy of submittal.**
- 19. Provide **USB drive (pdf of submittal)**
- 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. 2020-32 Blue Ridge Park Parking Lot Improvements

- **If supplying a bid bond use the attached BID BOND FORM.**
- **PERFORMANCE AND PAYMENT BOND form attached, (for the awarded contractor to turn in at the pre-construction meeting.**

Date: \_\_\_\_\_

Signed (Person authorized to bind the company): \_\_\_\_\_

Name (printed): \_\_\_\_\_ Title: \_\_\_\_\_

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

**BID FORM**

Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Contractor License #: \_\_\_\_\_ FEID #: \_\_\_\_\_

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

The undersigned, as bidder, 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, Schematics and any other documentation for: and further agrees to furnish all items listed on the attached Bid Form in accordance with the Unit prices in the line items as indicated on the bid schedule form submitted. The above specified documents are herein incorporated into the Bid Form.

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: \_\_\_\_\_

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

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. 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.

**PERFORMANCE AND PAYMENT BOND:** 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**

**SUMMARY OF PAY ITEMS**

**BID SCHEDULE - SUMMARY OF PAY ITEMS**

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 provided in this document **or** in excel document format provided by the City (**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.

**MEASUREMENT OF QUANTITIES:** The Contractor shall submit quantities measured in accordance with the Technical Specifications. The quantities of work performed and submitted will be verified and/or adjusted by the City. The City verified or adjusted measurements shall be final and binding. All work computed under the contract shall be measured 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.

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GO TO NEXT PAGE FOR SCHEDULE***

**COMPANY NAME:** \_\_\_\_\_

**NAME/TITLE OF PERSON AUTHORIZED TO BIND:** \_\_\_\_\_

***This page must be completed and submitted***

## BID SCHEDULE – Blue Ridge Park Parking Lot Improvements

No.	Description	Qty.	Units	Unit Price	Amt.
<b>I. GENERAL</b>					
101-1	Mobilization Not to exceed 5% of total bid	1	LS		
102-1	Maintenance of Traffic	1	LS		
1001-1	Survey, Stakeout & Record Drawings	1	LS		
					SUBTOTAL
<b>II. CLEARING, GRUBBING &amp; EARTHWORK</b>					
104-1	Erosion Control & Protection (includes silt fence, tree protection, soil tracking devices, etc.)	1	LS		
110-1	Clearing & Grubbing (includes tree and fence removal, permits)	1	LS		
120-1	Excavation, Embankment and Grading	1	LS		
570-1-2	Sod (Bahia)	2300	SY		
600-1	Hydroseed (Bahia Blend)	632	SY		
					SUBTOTAL
<b>III. DRAINAGE</b>					
1050-11214	10" PVC sidewalk cross drain	21	LF		
425-1-529	Type 'C' Control Structure w/fiberglass skimmer	1	EA		
430-175-215	12"x18" ERCP	146	LF		
430-982-623	12"x18" MES, CD	1	EA		
430-984-623	12"x18" MES, SD	4	EA		
440-1	Side drain, 6" diameter (includes liner, filter sand, geotextile, rip rap, clean outs, etc)	295	LF		
530-3-4	Riprap, w/ filter fabric	11	SY		
					SUBTOTAL
<b>IV. PAVEMENT</b>					
160-4-8	Type 'B' Stabilization (LBR 40) (8" Thick)	2283	SY		
285-704	Shell Rock Base (LBR 100) (6" Thick)	1793	SY		
334-1-15	2" thick SP-12.5 Asphalt	190	TN		
520-2-4	Type D Curb	172	LF		
520-2-2S	Wheel Stops, Recycled Plastic	31	EA		
522-1	Concrete Sidewalk (4" Thick)	255	SY		
522-2	Concrete (6" Thick)	160	SY		
522-S	Shell Driveway	72	SY		
527-2	Detectable Warning Devices (ADA Mats)	1	EA		
					SUBTOTAL
<b>V. SIGNAGE &amp; STRIPING</b>					
700-1-40	Single Sign & Post, (Stop Signs, ADA Parking, Authorized Vehicle Only)	6	EA		
711-11-125	24" Solid White Stripe, thermoplastic (Stop Bar w/lettering)	24	LF		
710-11-170	Directional Arrows (White)	4	EA		
710-11-460	ADA Symbol	2	EA		
710-11-421	6" Blue Solid Stripe	144	LF		

**BLUE RIDGE PARK PARKING LOT IMPROVEMENTS**

710-11-111	6" White Solid Stripe	474	LF	
				SUBTOTAL
<b>VI. MISCELLANEOUS</b>				
M-1	Wood Fence (Mortise)	276	LF	
M-2	Water service/meter/backflow preventer relocation	1	LS	
M-3	Bike Rack, w/concrete pad (complete)	1	EA	
				SUBTOTAL
<b>SUMMARY</b>				
<b>I. GENERAL</b>				\$
<b>II. CLEARING, GRUBBING &amp; EARTHWORK</b>				\$
<b>III. DRAINAGE</b>				\$
<b>IV. PAVEMENT</b>				\$
<b>V. SIGNAGE &amp; STRIPING</b>				\$
<b>VI. MISCELLANEOUS</b>				\$
<b>TOTAL =</b>				\$

**COMPANY NAME:** \_\_\_\_\_

**NAME/TITLE OF PERSON AUTHORIZED TO BIND:** \_\_\_\_\_

***This page must be completed and submitted***

**REFERENCES AND QUALIFICATIONS AND EXPERIENCE**

Bidder not demonstrating minimum similar and acceptable experience shall be deemed non-responsible. Documentation demonstrating that bidder meets this minimum requirement **(AS PER SP-20)** shall be stated in the below along with reference contact information and additional documentation may be submitted with your Submittal Package **(attach additional sheets if necessary)**.

1. Business/Customer Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone# \_\_\_\_\_

E-mail: \_\_\_\_\_

Project Description/Location: \_\_\_\_\_

Contract Term: From \_\_\_\_\_ TO \_\_\_\_\_

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

2. Business/Customer Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone# \_\_\_\_\_

E-Mail: \_\_\_\_\_

Project Description/Location: \_\_\_\_\_

Contract Term: From \_\_\_\_\_ TO \_\_\_\_\_

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

3. Business/Customer Name: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone# \_\_\_\_\_

E-Mail: \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**NAME/TITLE OF PERSON AUTHORIZED TO BIND:** \_\_\_\_\_

***This page must be completed and submitted***

Project Description/Location: \_\_\_\_\_

Contract Term: From \_\_\_\_\_ TO \_\_\_\_\_

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

**4. Business/Customer Name:** \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone# \_\_\_\_\_

E-Mail: \_\_\_\_\_

Project Description/Location: \_\_\_\_\_

Contract Term: From \_\_\_\_\_ TO \_\_\_\_\_

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

**5. Business/Customer Name:** \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Telephone# \_\_\_\_\_

E-Mail: \_\_\_\_\_

Project Description/Location: \_\_\_\_\_

Contract Term: From \_\_\_\_\_ TO \_\_\_\_\_

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

**COMPANY NAME:** \_\_\_\_\_

**NAME/TITLE OF PERSON AUTHORIZED TO BIND:** \_\_\_\_\_

***This page must be completed and submitted***

**STATEMENT OF ORGANIZATION**

Name of Business: \_\_\_\_\_

DBA (if any): \_\_\_\_\_

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc.): \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address (If applicable): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

Signature: \_\_\_\_\_

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

If yes, what is your State document number? \_\_\_\_\_

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_

***This page must be completed and submitted***

**EQUIPMENT LIST**

Equipment is located at: \_\_\_\_\_

The following is a listing of your equipment, inclusive of manufacturer, year and condition. Condition to 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 **Blue Ridge Park Parking Lot Improvements**. 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)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**SUPPLIER(S)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

***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.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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.**  
**AFFIDAVIT**

**Claiming Status as a North Port Local Business**

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

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

Before me, the undersigned authority, personally appeared:  
\_\_\_\_\_ who, being first duly sworn, deposes and says that:

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

**AND**

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

**AND**

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

**AND**

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

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

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

State of Florida  
County of \_\_\_\_\_

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

NOTARY SEAL:

\_\_\_\_\_  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_

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

**PUBLIC ENTITY CRIME INFORMATION**

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

I, \_\_\_\_\_, being an authorized representative of the Respondent,  
\_\_\_\_\_, located at \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_, have read and understand  
the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S.  
§287.133.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

STATE OF \_\_\_\_\_  
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: \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED**

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

SS. }  
}

Before me, the undersigned authority, personally appeared:  
\_\_\_\_\_ who, being first duly sworn, deposes and says that:

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

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ .

By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_  
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: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

***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 FLORIDA

COUNTY OF SARASOTA

This \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_

\_\_\_\_\_, 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 \_\_\_\_\_, 20\_\_ .

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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: \_\_\_\_\_

**THIS PAGE MUST BE 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***

**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.

Sworn to and subscribed before me  
this \_\_\_\_\_  
(date)

\_\_\_\_\_  
Authorized Signature/Title  
  
\_\_\_\_\_  
Notary Public Signature

(Notary Seal)

My Commission Expires: \_\_\_\_\_

**Scrutinized Company Certification Form**

Company Name: \_\_\_\_\_

Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail 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: \_\_\_\_\_

**Solicitation/Contract/PO Number (Completed by Purchasing): \_\_\_\_\_**

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 **(Contract No. 2020-32 Blue Ridge Park Parking Lot Improvements)**.

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: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
(By) (Principal)

Witness as to Surety: \_\_\_\_\_ Printed Name  
\_\_\_\_\_  
(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:** City of North Port, Florida  
**PRINCIPAL ADDRESS:** 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 **Contract No. 2020-32 Blue Ridge Park Parking Lot Improvements**, 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 No. 2020-32** (“Contract”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of North Port, Florida, a municipal corporation of the State of Florida, hereinafter referred to as the “City” and, INC., a Florida corporation, registered to do business in the State of Florida, whose principal place of business is, Florida 32608, 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 Supervision:

1. The Contractor shall supervise and direct all work performed pursuant to this Contract to the best of its 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 is employed.
2. The Contractor assumes full responsibility for any and all acts, negligence, or omissions of its employees, for those subcontractors and their employees, and for those of all other persons doing work under a contract with Contractor in furtherance of this Contract. All contracts between the Contractor and any such subcontractor as the Contractor shall hire, must conform to the provisions of this Contract and bid documents and must incorporate in them the relevant portions of this Contract.

##### B. Furnishing of Labor and Materials:

1. 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 performed in furtherance of this Contract in strict conformity with the provisions herein contained, and with the Request for Bid No. 2020-32 (“RFB”), plans and/or drawings and specifications, addenda and with the proposal submitted by the Contractor and on file with the City.
2. The Contractor represents and warrants to the City that all equipment and materials used in such work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in this Contract and bid documents, of good quality, free of defects, and in conformity with this 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 RFB, including plans and/or drawings, specifications, and addenda, and the 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. This Contract (Contract No. 2020-32) approved by the City Commission, and any attachments.
  2. The RFB, including any and all attachments and addenda.
  3. Contractor’s response to the solicitation.
  4. Specific direction from the CityManager.
- D. Public Records Law: In accordance with Florida Statutes, Section 119.0701, Contractor must 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, Section 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 the term and in furtherance of 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**

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**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](mailto: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, Section 119.10.

**2. CONTRACT PRICE:**

- A. 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 agrees to receive payments in accordance with the prices set forth in the RFB as amended from time to time to account for actual field conditions.
- B. The Contract Price is \_\_\_\_\_ (\$XXXXXX).

**3. PAYMENT:**

- A. One (1) original request for payment must be submitted to the City on a City approved form. Each pay request must be accompanied by an updated work schedule to reflect the progress of all work. Payment must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes, Section 255.05(11).
- B. Contract price is net and all invoices payable according to the Florida Local Government Prompt Payment Act (Florida Statutes, Section 218.70, *et seq.*). 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 this Contract.
- C. 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%). After fifty-percent (50%) completion of the construction services purchased pursuant to this 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 this Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in this Contract. The City must inform the Contractor's Surety of any reduction in retainage.
- D. Contractor must update each new pay request in accordance with any changes made to the previous submittal. City approval is required before making 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 performed under the provisions of this Contract must be completed in not more than **One Hundred Eighty (180) calendar days** from the notice to

proceed; subject only to delays caused through no fault of the Contractor or acts of God. The work must be substantially completed within **One Hundred Fifty (150) calendar days** with final completion within **Thirty (30) calendar days** after attaining Substantial Completion. Time is of the essence in the performance of this Contract.

## 5. LIQUIDATED DAMAGES:

- A. The work performed pursuant to this Contract must be completed within the times specified herein. The Contract time includes 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.
- B. The City must issue a Notice of Substantial Completion when it has determined that the work identified in this Contract is substantially complete, record drawings are 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 must provide the Contractor a punch list within **two (2)** calendar days after the Notice of Substantial Completion is issued. The punch list must identify the remaining items to be addressed to the satisfaction of the City in order for the Contractor to meet its obligations under this Contract. The Contractor must complete the items on the punch list to the satisfaction of the City within **twenty-eight (28)** additional calendar days following 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 must be charged to the Contractor.
- C. The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not substantially completed within the Contract time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **ONE HUNDRED THREE- DOLLARS AND ZERO CENTS (\$103.00)** 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.
- D. It is mutually agreed by the City and the Contractor that neither will 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:
  - 1. The successful bidder must 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 Code of City of North Port, Florida. 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 is only curable at the option of the City.

2. In addition, the Contractor is responsible and bears all costs associated to record the Performance and Payment Bond with Sarasota County Clerk’s Office. The Contractor must 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 is only curable at the option of the City.
- B. Performance and Payment Bond: The Contractor must 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 the State of Florida;
  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. Has 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. Has an underwriting limitation of at least two times the dollar amount of this Contract.
- C. 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 must, within five (5) calendar days thereafter, substitute another Bond and Surety Company, both of which are subject to the City’s approval.
- D. By execution of the bond, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by the Contract Documents and satisfies all conditions.

**7. CONTRACTOR’S INSURANCE:**

- A. Insurance:
1. Before performing any work, the Contractor must procure and maintain, during the life of this Contract, the insurance listed below, unless otherwise specified. The policies of insurance must 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 can 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 the Contractor.

2. The Contractor and its subcontractors must procure and maintain the below insurance against claims for injury to persons or damage to property which may arise from or in connection with their performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors until all of their obligations and warranty periods under this Contract have been discharged or satisfied.
  3. The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as it may determine necessary.
- B. Workers' Compensation and Employers' Liability Insurance (Per Chapter 440, Florida Statutes): Coverage must apply at all employees at the statutory limits provided by 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 bodily injury or disease. Proof of such insurance must be filed by the Contractor with the City within ten (10) days after the execution of this Contract.
- C. Comprehensive Commercial General Liability Insurance: Coverage must apply to all employees at the statutory limits provided by state and federal laws. The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.
- The policy must include General Liability with a limit of \$2,000,000 for General Aggregate; \$1,000,000 for each occurrence; \$1,000,000 for Products and Completed Operations; \$100,000 for damage to rented premises; and \$100,000 for Fire Damage. Proof of such insurance must be filed by the Contractor with the City within ten (10) days after the execution of this Contract.
- D. Automobile Liability Insurance: The Contractor must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos. The policy must include liability insurance with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for Bodily Injury; \$1,000,000 per accident for Bodily Injury; and \$1,000,000 per accident for Property Damage. Proof of such insurance must be filed by the Contractor with the City within ten (10) days after the execution of this Contract.
- E. 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, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, 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 its 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 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 applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible.

F. 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, must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies will be accepted for professional liability 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 must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Contractor must 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. Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
3. Each insurance policy required by this Contract must:
  - 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 must 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 retains the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance must 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 is solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and is 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. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. 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.
7. All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions

to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of **thirty (30)** calendar days prior to expiration of the insurance contract when applicable. All insurance certificates must 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 must certify compliance with the insurance requirements provided herein.

8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract must be provided to Contractor's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

**8. INDEMNITY:**

- A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUB-CONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE CONTRACT. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. **THE CITY SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. 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 FOR RECEIPT OF NOTICES IN THIS CONTRACT.**
- C. **THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE 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).**
- D. **NOTHING IN THIS CONTRACT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.**
- F. **FURTHER, THE CONTRACTOR SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**

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 are required from any and all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes, Section 255.05(11). The affidavits must state whether the subcontractor(s) has been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against the Contract.

**10. TERMINATION:**

- A. Termination with or without Cause: The performance of work under this Contract 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 effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance if the work under the Contract is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Contractor shall cease 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. Contractor must 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. Under no circumstances shall the City make any payment to Contractor for services that have not been performed or that are performed subsequent to the termination date.
  
- B. Non-Appropriation: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. 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.
  
- C. Abandonment: In the event that the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.

- D. The Contractor may terminate this 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.
- E. The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- F. Breach: In the event Contractor breaches this Contract, the City must provide written notice of the breach and Contractor shall have ten (10) calendar days from the date the notice is received to cure. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee can 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; or
  8. Violation of any local, state, or federal law in the performance of this Contract which will constitute a material breach of this Contract.
- G. In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Section, the Contractor must promptly comply with such demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

**11. INDEPENDENT CONTRACTOR:** The Contractor is, and shall be, in the performance of all work, services, and activities done 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 AND SUPPLIERS:** Contractor must furnish City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to City approval. No change in subcontractors or suppliers shall be made without written consent and approval from the City.

**13. LICENSES AND PERMITS/LAWS AND REGULATIONS:** The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary must 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 must comply with all laws, ordinances, 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 must notify the City promptly on the discovery of such variance.

**14. AMENDMENT:**

A. Except as otherwise agreed to herein, this Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts 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.

B. The City Manager or designee may agree to amendments that do not increase compensation to the Contractor. Only the City Commission can approve increases in compensation under 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.

**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, Florida, 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. Contractor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family, or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

**17. ASSIGNMENT:** The Contractor must not assign any interest in this Contract and must not transfer any interest in same (whether by assignment or novation) without the 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 must be promptly given to the City.

**18. NOTICES:**

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

**As to the City:** City of North Port Public Works  
Project Manager  
1100 N Chamberlain Blvd.  
North Port, Florida 34286  
(941 )429-7028

**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 are effective when received at the addresses specified above. Changes to 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. 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 must 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 must 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 must 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 are 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 is in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of 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:** Section headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

**23. SCRUTINIZED COMPANIES:**

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, the Contractor shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
  
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the Contractor 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 Florida Statutes, Section 215.4725, 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 Florida Statutes, Section 215.473; and
  - 3. It is not engaged in business operations in Cuba or Syria.
  
- C. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate the Contract.
  
- D. PENALTY:
  - 1. A Contractor 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
  - 2. Shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

**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**

By: \_\_\_\_\_ By: \_\_\_\_\_

**KATHRYN WONG** PETER D. LEAR, CPA, CGMA  
CITY CLERK CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

By: AMBER L. SLAYTON  
CITY ATTORNEY

**CONTRACTOR**  
\_\_\_\_\_, INC.

By:

\_\_\_\_ SIGNATURE  
PRINT NAME AND TITLE

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_,  
who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public