

This Contract No. 2024-28 ("Contract") is entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and Watson Civil Construction, Inc., a Florida Profit Corporation, registered to do business in the State of Florida, whose principal place of business is 319 West Town Place, Suite 25, St. Augustine, Florida 32092 ("Contractor").

**WITNESSETH**

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties agree as follows:

**1. CONTRACT TIMING.**

- A. Effective Date. This Contract becomes effective on the date approved by City Commission ("Effective Date") and terminates upon the completion of the Work or as otherwise provided in this Contract.
- B. Time Is of the Essence. Time is of the essence in the performance of this Contract.
  - (1) Notice to Proceed. The Contractor agrees to commence operations within a mutually agreed upon time following written notification by the City to commence Work ("Notice to Proceed").
  - (2) Contract Time and Extensions. The Work must be Substantially Completed no later than eighty-three (83) calendar days from the Notice to Proceed, with Final Completion within thirty (30) calendar days after attaining Substantial Completion ("Contract Time"). 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. All Work performed under the provisions of this Contract must be completed no later than nine hundred thirteen (913) calendar days from the Notice to Proceed, subject to delays caused through *force majeure*, unforeseen circumstances, or unknown site conditions that materially alter the Work. Delays caused by or resulting from no breach of Contractor shall be compensable subject to the terms and conditions of this Contract, with compensation to be calculated as set forth by the FDOT Standard Specifications for Road and Bridge Construction, FY 2023-24. City holidays will be counted as calendar days. Time extensions and/or other material change to the Work must be memorialized via a Change Order or Contract Amendment and incorporated into the Contract.
- C. Process for Completion.
  - (1) Delivery of Documents Prior to Substantial Completion. Thirty (30) calendar days prior to the expiration of the time for Substantial Completion, the Contractor must deliver to the City the Record Drawings and all other submittals required in the Contract. After delivery, the City will review the Work identified in the Contract, the record drawings, and other submittals, excluding pay requests.
  - (2) Notice. When the City has determined that the Work identified in this Contract is Substantially Complete, and the Record Drawings are submitted and approved by the City, the City must issue a written Notice of Substantial Completion to the Contractor.

(3) Punch List.(a) Preparation and Delivery of Punch List.

- (i) The Punch List must include each remaining item required, and the associated costs consistent with the RFB to the extent therein, to render the construction services complete, satisfactory, and acceptable to the City, and for the Contractor to meet its obligations under this Contract ("Punch List").
- (ii) No later than fourteen (14) calendar days after delivering the Notice of Substantial Completion to the Contractor, the City must prepare and deliver to the Contractor an initial Punch List and any related questions. If the costs for any Work on the Punch List are not included in the RFB then the costs will be negotiated and determined by mutual agreement of the parties.

(b) Contractor's Response. The Contractor must provide the City a response to the initial Punch List and address all questions no later than ten (10) calendar days after receiving the initial Punch List.

(c) City's Response. The City must provide the Contractor the final Punch List no later than ten (10) calendar days after receiving the Contractor's response to the initial Punch List.

(d) Contractor responsibility. If the Contractor fails to meet the Contract requirements for the response for the Punch List items to be completed, then the City must provide the Contractor written notice of the Contractor's failure to do so within sixty-five (65) calendar days after the Notice of Substantial Completion.

(4) Final Completion. The Contractor must complete the items on the Punch List to the satisfaction of the City within the Contract Time and prior to submitting the application for reduction of retainage and/or final payment.

**2. CONTRACT PRICE.**

The Contract Price is SEVENTY-NINE MILLION TWO HUNDRED EIGHTY-THREE THOUSAND TEN DOLLARS AND THIRTY-FIVE CENTS (\$79,283,010.35) ("Contract Price"), representing selected roadway alternate 2 and declining optional items and premium for expedition, as outlined in the revised attached CF-3 Bid Schedule.

**3. CONTRACT DOCUMENTS.** General Description of Project Scope and Incorporation of Documents. The "Work" or "Project" includes the widening and reconstruction of Price Boulevard between Sumter Boulevard and Toledo Blade Boulevard to a five-lane section, including the construction of two, 10-foot-wide shared-use paths on either side of the road, the construction of a closed drainage system, the replacement of four fixed-weir water control structures, and the replacement of force mains and water mains along the Project corridor as described and detailed in this forward-facing Form of Contract, the attached **REVISED** Request for Bid No. 2024-28 ("RFB"), including its referenced plans, drawings, specifications, addenda, permits, diagrams, and other related documents, as well as the Contractor's **REVISED** and negotiated response to the RFB and its completed and executed forms and attachments, all of which are more specifically listed in section 3.1.3 "Order of Precedence" of paragraph 3 "CONTROL OF THE WORK AND MATERIALS" in Section II., *General Provisions*, within the **REVISED** RFB; all such documents collectively are the "Contract Documents" which make up the Contract. Section 3.1.3 establishes the Order of Precedence in the case of direct conflict or discrepancy among said Contract Documents. The Contract Documents are specifically made a part of the Contract and are incorporated by reference as if all fully set forth herein.

#### 4. THE CONTRACTOR'S RESPONSIBILITIES.

##### A. Supervision.

- (1) The Contractor must supervise and direct all Work performed to the best of its ability, give the Work all the attention necessary for proper supervision and direction, and only employ Workers with sufficient skill to perform the job assigned.
- (2) The Contractor assumes full responsibility for 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 the Contractor in furtherance of this Contract.

##### B. Labor and Materials.

- (1) The Contractor must provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, as well as all transportation and all other facilities and services necessary for the proper completion of the Work in strict conformity with the provisions of this Contract and the Contract Documents.
- (2) The Contractor represents and warrants that all equipment and materials used in the Work and made a part of the structures or permanently placed in connection with the Work, must be new unless otherwise specified in this Contract or Contract Documents, must be of good quality, free of defects, and in conformity with this Contract and related Contract Documents. The Contractor and the City agree that all equipment and materials not in conformity with this Contract are defective.
- (3) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

##### C. Contractor's Affidavit. When all Work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the Contractor must furnish the City with a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment are required from 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) have 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.

##### D. Subcontractors and Suppliers. All contracts between the Contractor and any subcontractor that the Contractor hires must conform to the provisions of this Contract and the Contract Documents. The Contractor must incorporate the requirements of this Contract in the subcontracts. The Contractor must furnish the City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to the City's approval, which shall not be unreasonably withheld. No change in subcontractors or suppliers will be made without written consent and approval from the City, which shall not be unreasonably withheld. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.

##### E. Licenses and Permits. 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 otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the Work, and pay any related fees.

- F. Laws and Regulations. Violation of any local, state, or federal law in the performance of this Contract constitutes a 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 required. If any of the Contract Documents are at variance with any law or regulation, the Contractor must notify the City promptly upon discovery.
- G. E-Verify System. During the term of this Contract, the Contractor must be registered with and use the Department of Homeland Security E-Verify System as required by Florida Statutes Section 448.095, Employment Eligibility, including but not limited to verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must maintain a copy of the affidavit for the duration of the Contract.

## 5. PAYMENT.

### A. Timing of Payments; Retainage.

- (i) The City will not make payments to the Contractor more frequently than monthly. Payment must be based on the total value of the Work completed and accepted during the preceding month, less five percent (5%) retainage.
- (ii) Notwithstanding any other section of this Contract, within 28 calendar days after the City's delivery of the final Punch List to the Contractor, and after receipt of a proper payment request, the City must pay to the Contractor the remaining Contract Price less 150 percent (150%) of the estimated cost to complete the items on the final Punch List.
- (iii) The City must inform the Contractor's surety of any reduction in retainage. Retainage may be reduced upon issuance of the Notice 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.

### B. Payment Not Required. The City is not obligated:

- (1) For the payment or release of any amounts that are the subject of a good faith dispute made in writing and delivered to the Contractor; or
- (2) For processing or paying retainage, if the City has notified the Contractor in writing of its failure regarding the development of the Punch List or any contractual responsibilities regarding the Punch List or a claim relating to the bond.

## 6. NOTICES. Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

As to the City:                      Anthony Friedman, Project Manager/City Engineer  
City of North Port  
1100 N. chamberlain Blvd.  
North Port, Florida 34286  
Tel: 941.240.8098

Fax: 941.240.8073

[afriedman@northportfl.gov](mailto:afriedman@northportfl.gov)

With copies of claims

and demands sent to: City of North Port, Florida  
City Attorney's Office  
4970 City Hall Boulevard  
North Port, Florida 34286  
[northportcityattorney@northportfl.gov](mailto:northportcityattorney@northportfl.gov)

As to Contractor: Watson Civil Construction, Inc.  
John Watson, CEO, President  
319 West Town Place, Suite 25  
St. Augustine, Florida 32092  
904.289.2536  
[jwatson@watsoncivil.com](mailto:jwatson@watsoncivil.com)

Notices are effective when received at the addresses specified above. Changes to the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the Contractor and the City.

## **7. INDEMNIFICATION.**

- A. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, INCLUDING ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL WRONGFUL MISCONDUCT OF CONTRACTOR AND PERSONS EMPLOYED OR UTILIZED BY CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT. CONTRACTOR'S OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS SHALL BE LIMITED TO THE CONTRACT PRICE. CONTRACTOR EXPRESSLY AGREES THAT IT WILL NOT CLAIM, AND WAIVES ANY CLAIM, THAT THIS SECTION 7 VIOLATES SECTION 725.06, FLORIDA STATUTES, OR IS UNENFORCEABLE PURSUANT TO SECTION 725.06, FLORIDA STATUTES.
- B. CONTRACTOR'S OBLIGATION TO INDEMNIFY AND HOLD HARMLESS SHALL NOT BE LIMITED BY THE AMOUNT OF ANY INSURANCE REQUIRED TO BE OBTAINED OR MAINTAINED UNDER THE CONTRACT DOCUMENTS. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND THE INSURANCE COVERAGE MUST NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY MUST BE REIMBURSED ALL COSTS, EXPENSES, AND REASONABLE ATTORNEY'S FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS) SUBJECT TO THE LIMITATIONS OF PARAGRAPH A ABOVE.
- C. THIS INDEMNIFICATION OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO THE CITY; SPECIFICALLY, THIS CONTRACT DOES NOT CONSTITUTE AND NOTHING HEREIN SHALL BE CONSTRUED AS, A WAIVER OF ANY IMMUNITY OR LIMITATION OF LIABILITY THE CITY MAY BE ENTITLED TO UNDER THE DOCTRINE OF SOVEREIGN IMMUNITY OR SECTION 768.28, FLORIDA STATUTES, OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- D. THIS INDEMNIFICATION PROVISION SHALL INCLUDE CLAIMS MADE BY AN EMPLOYEE OF CONTRACTOR OR ANY SUBCONTRACTOR AGAINST THE CITY AND CONTRACTOR WAIVES ANY ENTITLEMENT TO IMMUNITY UNDER

SECTION 440.11, FLORIDA STATUTES.

E. THE TERMS OF THIS SECTION 7 SHALL SURVIVE THE TERMINATION OR COMPLETION OF THE CONTRACT.

**8. ATTORNEYS' 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 attorneys' fees through all proceedings, at both trial and appellate levels.

**9. MISCELLANEOUS.**

- A. Authority to Execute. The signature by any person to this Contract will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. No Agency. Nothing contained herein must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision, or any acts of the parties will be deemed to create any relationship between them other than that as detailed.
- D. Severability. In the event any court holds any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- E. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- F. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- G. Contract Amendment. No amendment, change, Change Order, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any Contract Amendment increasing the City's financial obligations beyond the Contract Price together with the originally budgeted contingency amount for this Project approved by the City Commission as of the Effective Date of this Contract, will require approval by the City Commission. The City Commission hereby authorizes the City Manager or his designee to approve and execute all Contract Amendments on behalf of the City that do not change the City's financial obligations under this Contract.

*(This space intentionally left blank; signature pages follow)*

IN WITNESS WHEREOF, the parties have executed this Contract on the dates as indicated below.

CONTRACTOR  
WATSON CIVIL CONSTRUCTION, INC.

By: [Signature]  
Name: John D. Watson, P.E.  
Title: President

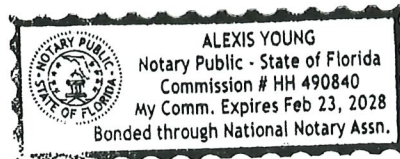
SWORN ACKNOWLEDGEMENT

STATE OF Florida  
COUNTY OF St. Johns

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 7 day of March 2025, by John Watson (name), as President (title) for Watson Civil Construction, Inc. (entity).

[Signature]  
Notary Public

X Personally Known OR \_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_



Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2024.

**CITY OF NORTH PORT, FLORIDA**

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A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

**ATTEST**

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HEATHER FAUST, MMC  
CITY CLERK

**APPROVED AS TO FORM AND CORRECTNESS**

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MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY



# City of North Port



## Request for Bid No. 2024-28

### PRICE BOULEVARD WIDENING PROJECT– PHASE I

### **REVISED FOR CONTRACT DOCUMENTS\***

*\*Significant changes to the original version of this solicitation document were made after its release but prior to its formal award to Contractor to streamline and clarify its terms and conditions of resulting Contract No. 2024-28. These changes are noted throughout using ~~striketroughs~~ to signify deletions and underlining for additions.*



## NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

**REVISED RFB NO. 2024-28****PRICE BOULEVARD WIDENING – PHASE I****~~FDOT FPN 453215-1-54-01~~**

The City of North Port is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified Contractor supply all labor, material, and incidentals to construct the widening of Price Boulevard to five (5) lanes from west of Toledo Blade Boulevard to east of Sumter Boulevard for a length of approximately 2.75 miles. The Project includes sidewalks, major drainage improvements, City of North Port utility relocations and improvements, installation of new mast arm traffic signals at Chamberlain Boulevard, Cranberry Boulevard, Salford Boulevard, and Citizen's Parkway, together with other required appurtenances as described within the Project specifications and plans.

~~This Project is State-Funded Grant between the State of Florida Department of Transportation and the City of North Port. The awarded contractor and subcontractors shall comply with the grant.~~

**MANDATORY PRE-BID MEETING: SEPTEMBER 25, 2024, AT 9 AM**  
**4970 CITY HALL BOULEVARD, FINANCE CONFERENCE ROOM 337 A, (3<sup>rd</sup> Floor)**  
**NORTH PORT, FLORIDA 34286**

Bidders shall attend the pre-bid meeting. Any Bidder who fails to attend the pre-bid meeting will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize Bidders with the Project and answer questions. **All Bidders must be present and signed in within the first 10 minutes of the start of the Mandatory Pre-Bid Meeting.** The convener of the meeting will collect the sign in sheet(s) and the meeting will "officially" start. Anyone not signed within the first 10 minutes of start of the meeting will be considered late and will not be allowed to bid on the Project. Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Bid Meeting.

**BID OPENING: NOVEMBER 4, 2024, AT 2:00 PM**  
**4970 CITY HALL BOULEVARD, ROOM 337A, NORTH PORT, FLORIDA 34286**

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

Information regarding this Project may be viewed and downloaded from Demand star's website at [www.demandstar.com](http://www.demandstar.com). The only place to obtain the addenda is on [www.demandstar.com](http://www.demandstar.com). Links to Demand Star are also available from the City website at [www.northportfl.gov](http://www.northportfl.gov). Bid specifications, attachments/exhibits, permits and plans are posted on the City FTP site at <https://www.northportfl.gov/files/share> **(select the Purchasing Folder and scroll to Project 2024-28)**. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Alla V. Skipper, CPPB, Senior Contract Administrator at 941.429.7172. Requests for additional information or clarification regarding the bid specifications must be sent via email to [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov). No verbal requests will be honored. All questions and clarifications must be submitted via e-mail by **October 21, 2024**.

The City of North Port does not discriminate based on race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

**PUBLISH DATES: September 3, 2024**

- Herald Tribune

- [www.northportfl.gov](http://www.northportfl.gov) & [www.demandstar.com](http://www.demandstar.com)

- Small Business Administration

- Minority Business Development Agency of Department of Commerce: Miami & Orlando <https://www.mbda.gov/>

- Department of Labor – Labor Surplus Areas and Veteran Affairs <https://www.dol.gov/>

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### SECTION IV: ~~CHECK LIST: CITY FORMS (CF) AND ATTACHMENTS (A)-& GRANT AGREEMENT~~

**\*\*TO BE COMPLETED AND RETURNED WITH BID\*\***

### SECTION V: ~~SAMPLE CONTRACT~~ [REMOVED FOR REVISED RFB AS N/A]

~~"THIS IS A 'SAMPLE CONSTRUCTION CONTRACT' ISSUED FOR INFORMATIONAL  
PURPOSES ONLY AND AS SUCH IS SUBJECT TO CHANGE"~~

### EXHIBITS: (separate documents-available on the City FTP site and DEMANDSTAR)

Bid specifications, attachments/exhibits, permits and plans are posted on the City FTP site at <https://www.northportfl.gov/filesshare> (select the Purchasing Folder and scroll to Project 2024-28).

1. Bid Schedule [~~Must use the provided document excel format~~]
2. Technical Specifications Package prepared by William Adams, P.E., March 23, 2024
3. Price Boulevard Improvements Contract Construction Plans Set
  - a. Roadway Plans
  - b. Signing and Pavement Marking Plans
  - c. Signalization Plans
  - d. Lighting Plans
  - e. Utility Plans
  - f. Landscape and Irrigation Plans
4. Permits
  - a. Florida Department of Environmental Protection General Permit #0436668-001 SFG, December 1, 2023.
  - b. Southwest Florida Water Management District ERP Individual Construction Permit #781689/43044411.000, February 13, 2020.
  - c. Southwest Florida Water Management District ERP Individual Construction Major Modification #878445/43044411.001, December 5, 2023.
  - d. Florida Department of Health General Permit #0208589-279-DSGP, May 6, 2024.
5. Geotechnical Reports
  - a. Universal Engineering Sciences Geotechnical Report #11564, February 22, 2016.
  - b. Universal Engineering Sciences Geotechnical Report #11724, May 13, 2016.
  - c. Universal Engineering Sciences Geotechnical Report #14167, July 30, 2019.
  - d. Universal Engineering Sciences Geotechnical Report #230076, May 2, 2024.

~~STATEMENT OF NON-SUBMITTAL~~

[N/A-REMOVED FOR **REVISED** CONTRACTING VERSION OF RFB]

## SECTION I. INSTRUCTIONS TO BIDDERS

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

**DEFINITIONS:** ~~The following terms used these Instructions to Bidders are defined and have the meaning described assigned to them.~~

- Addendum: 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, Construction Plans Set, the City Forms and Attachments, including but not limited to:~~ the Bid Form, Non-Collusive Affidavit, Public Entity Crime Form, Insurance Requirements, ~~Certificate(s) of Insurance, if required,~~ Payment and Performance Bonds, ~~if required,~~ ~~Corporate Resolution~~, Bid Bond, ~~if required,~~ ~~Local Business Affidavit,~~ and the Scrutinized Company Affidavit and Certification, and all Addenda 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, as revised, 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(s): The lowest responsive, responsible Bidder(s) to whom City (on basis of City's evaluation) makes an award.
- Contractor or Contractor: A general reference to any entity responding to this solicitation or performing under any resulting Contract.

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

## 1. INSTRUCTIONS TO BIDDERS

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

**B. EXAMINATION OF BID DOCUMENTS:** Prior to submission of a Bid Form, Bidders shall carefully examine the General ~~Terms and Conditions~~, Special Conditions, Technical Specifications, Construction Plans Set, and all other related Bid Documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that effect the Work to be performed under this Contract.

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

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

**Examination of site:** Prior to submitting a Bid Form, each Bidder may examine the site and all conditions thereon. All Bid Forms shall be presumed to include all such existing conditions as may affect any Work to be done on this Project. Failure to familiarize himself with such conditions will in no way relieve the Successful Bidder from the necessity of furnishing any materials or performing any Work that may be required to complete the Work in accordance with the Specifications.

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

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

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

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

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

**F. CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between the General ~~Terms and Conditions~~, Special Conditions, the Technical Specifications, the Bid Form, or any Addendum issued, the order of precedence shall be: the last Addendum issued, the Bid Form, the Technical Specifications, the Special Conditions, and then the General ~~Terms and Conditions~~. It is incumbent upon the Contractor 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. If using a bid bond use the City of North Port provided Bid Bond form in this solicitation.

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

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

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

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

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

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

**Source of Supply and Subcontractors:** Bidders are to complete the attached Source of Supply and

Subcontractors form. This form must be completed and included with the Bid Form. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to City approval.

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

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

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

**4. AWARD OF BID:** The award shall be let to the lowest responsive, responsible Bidder who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the City indicates that the award will be in the best interest of the City.

**5. 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.

**6. BID TABULATIONS:** Pursuant to section 119.071(1)(b), Florida 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 thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

**7. 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 Contractor against factory and workmanship defects. At no expense to the City, the Contractor 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.

**8. DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the Special Provisions and/or



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 Special Provisions and/or 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.

**9. 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 Contractor for items Contractor 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 Contractor shall no longer be responsible for providing those materials. A written Change Order shall be executed.

**10. 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 Contractor, continue until completion without change to the then current prices, terms, and conditions.

**11. TERMINATION OF CONTRACT:**

- A. Termination With or Without Cause. The City Manager or designee may terminate the Work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
  - (1) Any termination must 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 of the Work is terminated and the date upon which the termination becomes effective.

- (2) Except as otherwise directed, the Contractor must cease all 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 materials, services, or facilities except as necessary for completion of the portion of the Work not terminated; terminate all Contractors and subcontracts; and settle all outstanding liabilities and claims.
- (3) The 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.
- (4) The City must pay the Contractor in full settlement of all claims by it hereunder as the Work actually completed bears to the entire Work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.

B. Termination For Convenience. For and in consideration of \$10.00, if the City determines that it is in its best interest to do so, the City may terminate the Contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such termination. In the event this Contract is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Contract through the termination date specified in the written notice of termination. The Contractor acknowledges and agrees that Contractor has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by the Contractor, for City's right to terminate this Contract for convenience. The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. The Contractor agrees to include this Section I., paragraph 11.B., in all contracts with contractors, subcontractors, consultants, or subconsultants who perform Work in connection with this Contract.

C. Termination for Non-Appropriation. The parties acknowledge and agree that the financial obligations of the City in this Contract, or any subsequent contract entered into or referenced when the City is a party, are subject to the provisions of section 166.241, Florida Statutes, as may be amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the 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 the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.

- D. Termination for Abandonment. If 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.
- E. Contractor's Termination. The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request 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.
- F. Court Proceedings. 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.
- G. Breach. In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:
- (1) The quality of a portion or all 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 is, in the City's opinion, whether Substantial Completion or Final Completion, or both, inexcusably delayed;
  - (4) The Contractor's failure to pay the Contractor's Project-related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other 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 constitutes a breach of this Contract.
- H. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will 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.
- I. Payment Adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

J. E-Verify Violation.

- (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
- (1) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
- (2) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

K. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

**12. 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.

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

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

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

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

**14. 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.

**15. 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.

**16. 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, Contractor certifies that Contractor is not currently prohibited from transacting business with the City due to the above statute. The Contractor shall comply with the terms of this statute both before and during the term of this Contract.

**17. 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.

**18. 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~~) at 42 U.S.C. 200e-2000e17, ~~and the regulations of the U.S. Department of Commerce (15 CFR, Part 8)~~ issued pursuant to such Act at title 15 CFR, Part 8, and section 287.09451, Florida Statutes, as may be amended, 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.

**19. NON-DISCRIMINATION:** The City of North Port does not discriminate on the basis of race, color,

national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Pursuant to section 287.134(2)(a), Florida Statutes, as may be amended, an entity or affiliate who has been placed on the discriminatory Contractor 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.

In accordance with federal, Florida, and local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Bidder shall be required to comply with all aspects of the American's Disabilities Act (ADA) during the performance of the Work and this Contract.

The 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.

**20. ~~DECLARATION OF EXEMPTION FROM PUBLIC RECORD:~~** In accordance with section 119.0701, Florida Statutes, as may be amended, the Contractor must comply with all public records laws, and must 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" are as defined in section 119.011(12), Florida Statutes, as may be amended. ~~means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and~~ As of the Effective Date of this Contract "public records" means 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~~ by the City. The 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~~ public 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 the City following completion of the Contract, the Contractor must maintain the ~~Project~~ public records for the time 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 the 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 must 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 must comply with all applicable requirements for retaining public records.
- (5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, PUBLICRECORDSREQUEST@NORTHPORTFL.GOV.**
- (6) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

## **21. FORCE MAJEURE:**

- A. Should performance of any obligation created under this Contract Agreement become illegal or impossible by reason of:
  - (a) A strike or work stoppage, unless caused by a negligent act or omission of either party;
  - (b) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
  - (c) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
  - (d) A declared emergency of the federal, state, or local government; or
  - (e) Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance, provided that:

- (f) The non-performing party provides written notice within five (5) calendar days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
  - (g) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
  - (h) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
  - (i) The non-performing party uses all reasonable diligence to remedy its inability to perform. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- A. The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
  - B. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

**22. GOVERNING LAW AND VENUE:** The exclusive venue for any legal or judicial proceedings in connection with the enforcement, interpretation, or otherwise related to this Contract are 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. ~~of any court action shall be in Sarasota County, Florida. The Contractor and his subcontractors shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules, and regulations that, in any manner, affect the Work required under this Contract. The agreement shall be governed by the laws of the State of Florida and City of North Port both as to interpretation and performance. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract.~~

~~Work shall be in accordance with the Florida Department of Transportation:~~

- ~~1. FDOT Roadway and Traffic Design Standards, FY 2023-24.~~
- ~~2. FDOT Standard Specifications, for Road & Bridge Construction, FY 2023-24.~~

**23. SUBCONTRACTING:** Unless otherwise specified in this solicitation, the Contractor 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.

**24. 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 an A m e n d m e n t ~~modification~~ to the Contract and/or a Change Order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.

**25. [OMITTED.] SUCCESSORS AND ASSIGNS:** ~~The Contractor 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 Contractor 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.~~

**26. 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 City's Purchasing Manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Section 112.313(12), Florida Statutes, as may be amended, *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 affected, 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.

**27. [OMITTED.] TRUTH IN NEGOTIATIONS CERTIFICATE:** ~~If applicable, execution and signature by the Contractor 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.~~

**28. [OMITTED]. GRANT FUNDING:** ~~In the event any part of the Contract is to be funded by federal,~~

~~state, or other local agency monies, the Contractor 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. Contractors are advised that payments under the Contract may be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the Contractor by the City upon request.~~

**29. PERFORMANCE/PAYMENT BOND:**

- A. Performance and Payment Bond. The Contractor must provide a performance and payment bond in the form prescribed in ~~Florida Statutes~~ Section 255.05, Florida Statutes, as may be amended, in the amount of one hundred percent (100%) of the Contract Price, 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 the Contract Price.
- B. Substitute Bond Required. 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 this Contract, 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.
- C. Surety Acceptance of Terms. The Contractor warrants that the Contractor delivered this Contract to the surety prior to execution of the bond, and that the surety company acknowledged that it has read the surety qualifications and surety obligations imposed by this Contract and satisfies all conditions.
- D. Delivery of the Bond. The Contractor must provide the required performance and payment bond to the City within ten (10) calendar days of the Effective Date. The Contractor's failure to provide the bond timely constitutes a default. Pursuant to Section 2-404 of the Code of City of North Port, Florida, upon default, the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the Contractor the difference in cost between the original

winning bid and the next lowest responsive and responsible bidder. The default is only curable at the option of the City.

- E. **Recording the Bond.** The Contractor is responsible and bears all costs associated with recording the required bond or security with the Sarasota County Clerk of the Circuit Court. The Contractor must furnish the receipt for and certified copy of the recorded bond to the Purchasing Division at the time of the pre-construction meeting. The default is only curable at the option of the City.

**30. STATE REGISTRATION REQUIREMENTS:** Any Bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of chapters 607, 608, 617, or 621, Florida Statutes, as may be amended, 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.

**31. 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.

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

**33. 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.

**34. NONEXCLUSIVE CONTRACT:** Award of this Contract shall not require the City to use the Contractor 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.

**35. AUDIT:** City shall have the right to audit Contractor's records that relate to this Contract. Records shall be maintained in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies ~~for a period of three (3) years from the date of final payment.~~

**36. UNAUTHORIZED ALIEN WORKERS:** The City will not intentionally award publicly funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Contract Agreement by the City. The City may terminate this Contract Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, Fla. Stat.

**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 their probation and registry requirements.

**38. E- VERIFY:** The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

**39. PAYMENT:**

A. Payment Requests. The Contractor must use a City approved form for all payment requests, along with an updated Work schedule reflecting the progress of all Work. Payment requests 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). The Contractor's payment request must include any changes approved in previous payment requests.

B. Payment. The Contract Price is net, and all payment requests are payable according to the Florida Local Government Prompt Payment Act (Florida Statutes Section 218.70, *et seq.*). The City or its authorized agent will make payment to the Contractor for all services or Work completed or materials furnished in accordance with this Contract only upon certification and approval of the payment request.

C. ~~[Omitted.] Timing of Payments; Retainage. The City will not make payments to the Contractor more frequently than monthly. Payment must be based on the total value of the Work completed and accepted during the preceding month, less five percent (5%) retainage. The City must inform the Contractor's surety of any reduction in retainage. 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.~~

D. Final Payment. The Contractor must complete the items on the punch list to the satisfaction of the City within the Contract Time and prior to submittal of the application for reduction of retainage or final payment. The Contractor's submittal for final payment must include the Contractor affidavit, final waiver and release of lien for all subcontractors, materialmen and suppliers, warranty of Work, and consent of surety in the forms acceptable to the City. The City's or its authorized agent's approval is required before making final payment for all Work, materials, or services furnished under this Contract.

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

**41. INSURANCE REQUIREMENTS:** The Successful Bidder shall be required to supply, at their cost, insurance coverage in form and amount as required by the City, as outlined in the Bid Specifications.

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

**43. SCRUTINIZED COMPANIES:**

- 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, as may be amended, 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, as may be amended, 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, as may be amended: and
  - 3. It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:
  - 1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
  - 2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification: and
  - 3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any Contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

**44. 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 section 112.313, Florida Statutes, as may be amended, 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.

**45. 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.

**46. DIRECT PURCHASE:** The City reserves the right, at the City's sole option, to utilize the Purchasing Department's direct purchase order system. Direct purchase orders may be issued for applicable supplies and equipment to utilize in this Project in order to recover applicable sales tax on these purchase orders.

**47. BUY AMERICA:** The City is committed to the procurement of products and services that are produced or manufactured in America. The City encourages all contractors and Contractor to buy American made materials and products.

**48. DISADVANTAGE, MINORITY, WOMEN OWNED AND VETERAN BUSINESS ENTERPRISES (DBE, MBE, W, VBE):** Contractors awarded construction contracts who intend to subcontract material or service requirements of the Project are encouraged to subcontract must be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity, pursuant to section 287.0943, Florida Statutes, as may be amended, or by statewide and interlocal agreement certification, as provided for by section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the Proposal submission and the Certificate must be issued to the prime Contractor to claim DBE/MBE/W/VBE status.

~~**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.~~

**49. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING s. 287.05701, F.S.:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as may be amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**50. PRICING/AUDIT:** The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods and services for as long as required under the General Records Schedule GS1-SL for State and Local Government Agencies. ~~for at least three (3) years after completion of this contract.~~

The City or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the City. Contractor shall ensure the City has these same rights with subcontractors and suppliers.

Pursuant to section 20.055(5), Florida Statutes, the Contractor will cooperate with the State of Florida's Inspector General in any investigation, audit, inspection, review, or hearing.

**51. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

**52. DEBARMENT AND SUSPENSION STATUS:** The Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency, nor is the Bidder an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the covered transaction by any government agency.

The Bidder has not within three (3) years preceding this solicitation been convicted of or had a civil suit judgment rendered against the Bidder for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.

The Bidder is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated above.

The Bidder has not, within three (3) years preceding this Solicitation, had any government (federal, state, or local) transactions terminated for cause or default.

**53. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:** By submission of an offer, the Bidder affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Contractor List.

**54. FOREIGN ENTITY OF CONCERN** - section 287.138, Florida Statutes, as may be amended:

(1) As used in this section, the term:

1. "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.
2. "Department" means the Department of Management Services.
3. "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
4. "Governmental entity" means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

(2) A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

- (a) The entity is owned by the government of a foreign country of concern;
- (b) The government of a foreign country of concern has a controlling interest in the entity; or
- (c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

(3) Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs (2)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

(4)(a) Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

(b) Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)- (c).



**55. DISPUTE RESOLUTION** All claims, disputes, and other matters in question between the parties to this Contract agreement, arising out of or relating to this ~~agreement-Contract~~ or the breach thereof, shall be resolved as follows:

1. To the extent chapter 558, Florida Statutes, as may be amended, is applicable, the parties expressly opt out of the requirements of chapter 558, Florida Statutes, within the meaning of section 558.005(1), Florida Statutes.
2. In the event of a dispute or claim arising out of this Contract agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
3. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.
4. Any dispute, action or proceeding arising out of or related to this Contract Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenies.
5. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract Agreement.
6. This ~~Agreement-Contract~~ and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
7. Unless otherwise agreed in writing, the ~~Consultant-Contractor~~ shall be required to continue its services and all other obligations under this Contract Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

**56. [OMITTED]. FLOW-DOWN OF TERMS AND CONDITIONS FROM THE GRANT AGREEMENT (SEE FORMS must be submitted with Bid)** The Contractor must obtain the City of North Port's review and approval for any subcontracted Work under this Agreement. To facilitate this, the Contractor shall make available a copy of any signed subcontract agreement for the City's examination.

The bidder shall include the following in each subcontractor agreement:

- (1) the subcontractor is bound by the terms of this Agreement;
- (2) the subcontractor is bound by all applicable state and federal laws and regulations; and
- (3) the subcontractor shall hold the City of North Port, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of Work under this Agreement, to the extent allowed and required by law.

**The Bidder will attest: Grant Conditions and City Provisions**

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

**57. [OMITTED]. IRON AND STEEL** (New section in FS 255.0993, effective, July 1, 2024). The State of Florida requires that iron or steel product permanently incorporated in certain public Works projects be produced in the United States. See § 255.0993, Fla. Stat. (2024). Contractor must carefully review the technical specifications to determine whether and how this requirement applies to this Project and prepare its bid accordingly. Contractor's failure to account for this requirement in its bid will not justify a later

~~change to the Contract Price.~~

~~All iron or steel products included in this order must be produced in the United States, which means that all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives. See § 255.0993, Fla. Stat. (2024).~~

**58. HUMAN TRAFFICKING** - section 787.06(13), Florida Statutes, as may be amended:

(13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term “governmental entity” has the same meaning as in section 287.138(1), Florida Statutes, as may be amended.

**59. INSPECTOR GENERAL COOPERATION:** The Parties agree to comply with section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

**END OF SECTION I**

## SECTION II. GENERAL PROVISIONS

### 1. SCOPE OF WORK

**1.1 Intent of Contract:** Bid ~~forms~~ Schedules shall set forth firm bid unit prices for furnishing all necessary materials and completing all the 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 (If applicable) ~~attached herewith~~. The City reserves the right to establish the exact limits of the Work in the field and to add or delete from the Project, as it deems necessary.

The intent of the Technical Specifications and Contract Drawings, as applicable, is to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire ~~Agreement~~ Contract between the City and the Contractor. They may be altered only by ~~addendum~~ Contract Amendment or Change Order approved by the City.

#### 1.2 Definitions:

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

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

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

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

**1.2.5** The term "Work" of the Contractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Contract as further defined in paragraph 3, CONTRACT DOCUMENTS, of the Form of Contract, and the Contract Documents.

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

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

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

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

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

Request for planned overtime by the Contractor must be submitted in writing to the City, forty-eight (48) hours in advance, and may not proceed without the City's approval.

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

## **2. PROSECUTION AND PROGRESS**

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

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

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

**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:** If required for the Project, the Contractor will be furnished a universal serial bus flash drive and four (4) signed and sealed 11"x17" copies of the Construction Plans Set, Technical Specifications, and General and Special Provisions. Additional signed and sealed copies, if needed to obtain permits for the Work associated with this Contract, will be submitted upon written request. Other copies that may be needed by the Contractor shall be produced by the Contractor at his own expense.

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

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

**3.1.3.1** Permits from Agencies as required by law

**3.1.3.2** Change Orders to Contract, most recent to oldest

**3.1.3.3** Contract Amendments, as indicated therein

**3.1.3.4** (Form of) Contract No. 2024-28

**3.1.3.5** ~~REVISED RFB NO. 2024-28, SECTION III. Special Provisions–Contract Documents, General Provisions and Special Provisions, in that order~~

**3.1.3.6** ~~REVISED RFB NO. 2024-28, SECTION II., General Provisions~~

**3.1.3.7** ~~REVISED RFB NO. 2024-28, SECTION I., Instructions to Bidders~~

**3.1.3.8** ~~REVISED RFB NO. 2024-28, SECTION IV. APPLICABLE CONTRACTOR COMPLETED AND EXECUTED CITY FORMS (CF) AND ATTACHMENTS (A)~~

**3.1.3.10** Technical Specifications

**3.1.3.11** Construction Plans Set

**3.1.3.11.1** Dimensions given in figures govern scaled dimensions.

**3.1.3.11.2** Detail drawings govern over general drawings.

**3.1.3.11.3** Addenda/Change Order drawings govern over original Contract Documents drawings.

**3.1.3.12** Florida Department of Transportation (FDOT) FY 2023-24 Standard Plans for Road Construction Roadway and Traffic Design Standards, FY 2023-24. All applicable references to and uses of "Department" and "State" throughout this FDOT

document, are all replaced with "City", and all references to "Secretary" are replaced with "City Manager".

**3.1.3.13** FDOT Standard Specifications, for Road & Bridge Construction, FY-2023-24. All applicable references to and uses of "Department" and "State" throughout this FDOT document, are all replaced with "City", and all references to "Secretary" are replaced with "City Manager".

**3.1.3.14** City of North Port Utilities Standard Details and Specifications

**3.1.4** ***Conformity of Work with Plans:*** All Work performed and all materials furnished shall be in ~~reasonably close~~ conformity and accordance with the Contract Documents, including but not limited to the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans, indicated in the Technical Specifications, Special Provisions, or per the FDOT FY 2023-24 Standard Plans for Road Construction-Roadway and Traffic Design Standards, FY 2023-24. and/or the FDOT Standard Specifications, for Road and Bridge Construction, FY-2023-24, as modified herein.

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

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

**The City has the authority to:**

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

**3.1.6.2** Reject all Work that does not conform to the Contract.

**3.1.6.3** Resolve questions that arise in the execution of the Work.

**The City's Representative has the authority to:**

**3.1.6.4** Reject all Work that does not conform to the Contract.

**3.1.6.5** Resolve questions that arise in the execution of the Work.

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

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

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

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

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

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

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

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

**3.1.12      *Authority and Duties of City's Inspectors:*** The City's Inspectors shall be authorized to inspect all Work done and all materials furnished. They shall be authorized to call to the attention

of the Contractor any failure of the Work or materials to conform to the Technical Specifications and Contract. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

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

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

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

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

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

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



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

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

**3.1.16 Permits and Regulations:** Permits and licenses necessary for the prosecution of the Work shall be secured by the Contractor 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, Contractor 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 their discretion, to prevent such threatened loss or injury, and he/she shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the Contractor and the City.

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

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the City has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3.1.25.1** Defective Work not remedied.
- 3.1.25.2** Claims filed or evidence indicating probable filing of claims.
- 3.1.25.3** Failure of the Contractor to make payment properly to Subcontractors or for material/labor.
- 3.1.25.4** A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 3.1.25.5** Damage to another Contractor.

**3.1.26 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 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 Contractor's work as fit and proper for the reception of his work, except as to defects, which may develop on the other Contractor's work after execution of his work.

**3.1.30 *Subcontractors:*** The Contractor shall provide a list of Subcontractors with his/her proposal for approval. The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any Contractual relationship between City or City's Engineer of Record and any Subcontractor or other person or organization having a direct Contract with Contractor, nor shall it create any obligation on the part of City or City's Engineer of Record to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. City or City's Engineer of Record may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.

Substitutions must be submitted in writing and shall be subject to the approval by the City. To 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.

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

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

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

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

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

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power regarding terminating any subcontract that the City may exercise over the Contractor under any provisions of the Contract Documents.

The City, City's Representative, or Engineer will not undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.1.42      *Codes and Laws:*** The successful Bidder shall comply with all federal, Florida, and local laws and ordinances that affect the Contract in any way.

**3.1.43      *Traffic Control:*** The Contractor shall comply with the National Committee on Uniform Traffic Control and Devices (NCUTCD) standards established by the Federal Highway Commission and the most current FDOT Standards for Traffic Control Through Work Zones and maintain safe conditions at all times.

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

If the Contractor has elected not to make subsurface, or other Project-specific, investigation prior to bidding, he/she shall not be entitled to any extra compensation or Contract Change Orders or Amendments due to conditions encountered.

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

**3.1.46      *Report of Differing Conditions:*** If the Contractor believes that any technical data on which he/she relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any Work in connection

therewith (except in emergency situations), notify the City in writing about the inaccuracy of difference. The City will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to the Contractor) of the City's findings and conclusion. Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made, and the Contract modified in writing accordingly.

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

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

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

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

### **3.2 *Storage of Materials***

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

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

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

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

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



- 3.2.6** Provided the above conditions are met, the stored materials may be included in a subsequent
- 3.2.7** Application for Payment if the Contractor also complies with the following:
- 3.2.7.1** 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.
  - 3.2.7.2** Evidence that proper storage security is provided.
  - 3.2.7.3** The City is provided legal title (free of liens or encumbrances of any kind) to the material that is stored or stockpiled.
  - 3.2.7.4** 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.
- 3.2.8** 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.
- 3.2.9** 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.
- 3.2.10** 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.
- 3.2.11** 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.
- 3.2.12** In the event stored materials which the 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.

### 3.3 ~~[OMITTED]. INDEMNIFICATION~~

- ~~A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR, SUBCONTRACTORS, CONSULTANT, OR SUBCONSULTANT, ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY OF NORTH PORT AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, INCLUDING THE DEPARTMENT'S OFFICERS, AGENTS, AND EMPLOYEES, AND THE CITY 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 THE 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, NEGLECT OR OMISSIONS OF THE CONTRACTOR, OR THE 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, THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.~~
- ~~B. FURTHER, THE CONTRACTOR MUST FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATIONS, 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.~~
- ~~C. The City must provide all available information and assistance that the Contractor may reasonably require regarding any claim. In the event of a claim, the City must promptly notify the Contractor in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, or others) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.~~
- ~~D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and the insurance coverage must 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 must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).~~
- ~~E. This Contract must not be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes Section 768.28.~~
- ~~F. The terms of this section survive the termination or completion of the Contract.~~

#### END OF SECTION II

### SECTION III. SPECIAL PROVISIONS

**SP-01 INTENT:** This Project consists of widening a section of Price Boulevard to five (5) lanes from west of Toledo Blade Boulevard easterly to west of Sumter Boulevard for a total length of approximately 2.75 miles. The Project includes sidewalks, major drainage improvements, City of North Port utility relocations and improvements, installation of new mast arm traffic signals at Chamberlain Boulevard, Cranberry Boulevard, Salford Boulevard, and Citizen's Parkway, together with other appurtenances as indicated on the construction plans. The Work also includes all other items incidental to the construction of these structures including, but not limited to, removal and disposal of existing structures, site dewatering, flow diversion, pond construction, excavation and fill, grading, sodding, and maintenance of traffic.

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 on the construction plans. All Work shall conform within the limits as specified on the construction plans and be in conformance with the appropriate Technical Specifications as specified herein. The Contractor shall be responsible for traffic control, maintenance of temporary sidewalks, traffic control signs, restoration of existing street signs, mailboxes, property corners, existing utilities or any other items disturbed during construction.

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

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

**SP-02 EQUIPMENT:** The Contractor shall only use equipment, machines, or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications stated herein.

Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable.

**SP-03 CONTROL OF MATERIALS REQUIRED BY FDOT SPECIFICATION – SOURCE OF SUPPLY AND QUALITY REQUIREMENTS: CONTROL BY SAMPLES & TESTS:** The Contractor shall give sufficient notification of placement of orders for materials and shall order materials sufficiently in advance of their incorporation in the Work to allow time for sampling and testing. If the volume, progress of Work, and other

considerations warrant, the City may undertake the inspection of materials at the source of supply. The Contractor shall ensure the City has free entry at all times to the plant to confirm the manufacture or production of the materials ordered and shall bear all costs incurred in providing all reasonable facilities to assist in judging if material complies with Specifications.

Materials shall be FDOT Certified at the source of supply. The City may certify materials at the plant as to FDOT Specifications.

The City may require any or all materials to be subjected to tests by means of samples or otherwise, at production points, after delivery, or both, as the City may determine. The Contractor shall furnish at his own expense, the materials necessary for the required samples, delivered to the point designated without charge to the City.

If after sampling and testing it is found that a source of supply which has been approved does not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

**SP-04 CONSTRUCTION SCHEDULE:** The Work will be Substantially Complete within **883 calendar days** with Final Completion within **30 calendar days** after attaining Substantial Completion as established by the City, which shall include but is not limited to the Work being completed and accepted by the Engineer, save the final City-approved Punch List items of the Work, and the entire Work and roadway being passable and drivable at all times. The date for **Final Completion** of the Project shall be established as **913 calendar days after** the Notice to Proceed.

The Contractor shall furnish copies of the Construction Schedule no later than the pre-construction conference or within 21 days of the contract award, whichever comes first, to perform the Work as outlined in the Bid Form. The City will notify the Contractor of such as needed work and the Contractor will provide a Construction Schedule to the City within thirty (30) days of the City's notification. A Project update meeting will be held bi-weekly, or as required during contract.

**SP-05 PRE-CONSTRUCTION CONFERENCE:** A Pre-Construction Conference will be held; at which time the Contractor shall submit the following for the City's approval or acceptance:

A telephone list specifying the name, address, office phone number and cell phone numbers of all subcontractors or suppliers to be used on this Project. If the Contractor proposes to subcontract any survey work that may be required, the Contractor shall include the registration number of the surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency telephone number for the Contractor's Project representative for the City's use, which the Contractor shall update as necessary throughout the Project. The Contractor shall request, in writing, any changes in subcontractors or suppliers.

No change in subcontractors or suppliers shall be made without written consent and approval from the City.

- In addition to the telephone and facsimile numbers, the Contractor shall provide an e-mail address where emails can be sent. The e-mail address must be monitored at least daily and capable of transferring electronic files.
- The Contractor shall submit to the City a list of equipment the Contractor proposes to utilize on this Project.

- The Contractor shall submit for City approval a paper copy and electronic copy of a Construction Schedule prepared using City approved software, and a Schedule of Progress Payment Requests.
- The Contractor shall also submit all other materials or mix designs, which will be used by the Contractor for this Contract.
- An erosion control plan.
- A copy of the haul routes the Contractor intends to use. The Contractor shall not use bridges that are posted with weight restrictions which may be exceeded in weight by equipment and materials.

**Mobilization may not start** until the contractor has been issued a written notice to proceed. All submittals have been accepted by the City and/or City's Representative. Once approved, no changes will be allowed without the written approval of the City and/or the City's Representative.

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

**SP-05 PROGRESS MEETING:** For this Project, progress meetings shall be weekly, or as requested by the Contractor or the City. The Contractor shall designate a representative to attend Progress Meetings held at the North Port Public Works Complex located at 1100 N. Chamberlain Boulevard North Port, Florida, or other mutually agreed upon facility. The Contractor shall submit, at each meeting, up-to-date schedule information, a written projected schedule for the next week, written claims for additional compensation, written claims for weather days to extend the Contract, results of all testing and Value Engineering Proposals. The city will use the updated schedule information to monitor the Contractor's production rate. Upon written notice from the City, the Contractor shall dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract. Contractor may request progress meetings be on a different schedule than weekly provided the city can confirm Work is proceeding expeditiously. City may require a return to weekly progress meetings at any time.

**SP-06 COOPERATION WITH UTILITIES:** The Contractor shall notify all utility owner(s) affected by the construction prior to beginning Work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

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

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

**SP-07 CONTRACT TIME:** The Contractor specifically agrees that it will commence operations within a mutually agreed upon time, no later than 30 days after the execution of the construction Contract, following notification by the City to commence Work and that all Work to be performed under the provisions of this Contract shall be completed not more than **913 calendar days after** Notice to Proceed; subject only to delays caused through no fault of the Contractor or acts of God. Time is of the essence in

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

The Work will be Substantially Complete **within 883 calendar days of the City's issuance of the Notice To Proceed to Contractor;** with Final Completion within **30 calendar days** after attaining Substantial Completion as established by the City. City shall provide the Contractor with a listing of items to be corrected or completed (Punch List) after Substantial Completion is issued. The Punch List will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet his/her obligations under the Contract. The Contractor shall complete all items on the Punch List to the satisfaction of the City prior to submittal of the application for Final Payment.

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

**SP-08 PROJECT COMPLETION:** Final Completion shall be defined as "the stage in the progress of the Work where the Work is complete in accordance with the Contract Documents so that the City can begin to utilize the Work for its intended use, all punch list items are complete, and the Contractor has completely demobilized from the Project area." Final Completion shall not be more than **913 calendar days from Notice To Proceed.**

**SP-09 LIQUIDATED DAMAGES:** The Work shall be completed within the Contract Time as required by SP-08 "PROJECT COMPLETION." The Contract Time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment, and placement into service for beneficial use of all facilities covered under this Contract. The City shall issue a Notice of Completion when it has determined that the Work identified in the contract has been completed per SP-08 "PROJECT COMPLETION."

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the Work is not completed within the Contract Time as required by SP-07 "Contract Time". It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Completion of the Work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure **of TWELVE THOUSAND FOUR HUNDRED THIRTY-ONE DOLLARS AND FIFTEEN CENTS (\$12,431.15)** as liquidated damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount of liquidated damages to be paid as the result of any calculation of actual damages the City or the Contractor suffer as the result of delay in the Substantial Completion of the Work.

For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the City will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the Work within the time stipulated in the Contract, or within such extra time that the City may have granted the Contractor or, in case of his default, the surety shall pay to the City, not as a penalty, but as liquidated damages, in the amount of **\$12,431.15** per calendar day in which Work is not completed.

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

Contractor.

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

In the case of default of the Contract and the completion of the Work by the City, the Contractor and his surety are liable for the liquidated damages under the Contract, but the City will not charge liquidated damages for any delay in the Final Completion of the City's performance of the Work due to any unreasonable action or delay on the part of the City.

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

**SP-10 DAMAGES:** Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, access drives, conduits, pavement, curbs, sidewalks, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

**SP-11 CONTINUOUS PROSECUTION OF WORK:** The Contractor shall continuously prosecute the Work in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

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

Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Provisions and/or Technical Specifications shall result in the Contractor being considered in default and subject to suspension of this contract.

**SP-12 SAFETY AND PROTECTION:**

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to:
  - i. All employees on the Work and other persons or organizations who may be affected thereby.
  - ii. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site.
  - iii. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks,

pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of person or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

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

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

E. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by Contractor to City.

**SP-13 CHANGES IN THE WORK:** The City, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the Work, the total Contract Price 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, subject to the limitations set in paragraph 9.G. of the Form of Contract requiring City Commission approval if there is a resulting increase greater the Contract Price together with the Commission-approved amount of contingency for this Project at the time of Contract Effective Date. 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 Change Order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered.

**Contingency:** An amount added to an estimate to allow for items, conditions, or events for which the state, occurrence, or effect is uncertain and that experience shows will likely result, in aggregate, in additional costs. All contingency items will require approval from the Purchasing Manager or designee, the Finance Director and City Manager prior to any Work being performed.

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

1. By estimate and acceptance in a lumpsum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.
4. By Change order executed by CityManager
5. By Contingency Authorization (executed by City Manager).

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



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

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

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

If the Contractor subcontract ~~sublets~~ a part of a Contract item, the City will use only the subcontract ~~sublet~~ proportional cost in determining the percentage of subcontracted normal Work. Execute all agreements to ~~sublet~~ Work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the City with a copy of the subcontract and agreement. The subletting of Work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

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

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

**SP-15 AVAILABILITY OF LANDS:** Work is planned to occur within road rights of way, City owned property, existing utility easements, or temporary construction easements.

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

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

**SP-17 CONSTRUCTION PERMITS:** Permits from the Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), and Florida Department of Health are required and have been obtained by the City. ~~A City Right of Way permit shall not be required for the Work within this Contract.~~ In the event that a ROW permit is required, the City shall either obtain the permit or cause the permit to be obtained at no cost to Contractor. Should Contractor be required to obtain the permit, City shall fully reimburse Contractor for all costs incurred through a Change Order.

**SP-18 NOTICE-OF-INTENT (NOI):** If necessary, the Contractor for the Project shall submit a Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, along with the permit fee with the Florida Department of Environmental Protection.

**SP-19 SPECIFICATIONS AND PLANS:** Information regarding this Project may be viewed and downloaded from Demand Star's website at [www.demandstar.com](http://www.demandstar.com). Links to Demand Star are also available from the city website [www.northportfl.gov](http://www.northportfl.gov). Bid Documents are posted on the City FTP site at <https://www.northportfl.gov/filesshare>. Said linked and referenced documents are incorporated into this Contract as if fully set out herein.

**SP-20 CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the Work, the conformation of the ground, the character, quality, and quantity of materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the Work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of this Contract, shall affect or modify the terms or obligations herein contained.

**SP-21 ERRORS OR OMISSIONS IN PERMITS, PLANS OR SPECIFICATIONS:** The Bidder shall take no advantage of any apparent error or omission, which may be discovered in the Permits, Plans or Specifications but shall forthwith notify the City Representative of such discovery, who will then make such correction and interpretations as deemed necessary for reflecting the actual spirit and intent of the Permits and Specifications.

**SP-22 DEWATERING:** The Contractor shall request approval from the City of North Port Project Manager before applying for a permit for dewatering from the Southwest Florida Water Management District.

**SP-23 PRIVATE PROPERTY:** The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to obtain these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. If 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. City's exercise of this or any other such remedy, does not waive the City's right to pursue any remedy available under the law and in equity.

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

**SP-24 TESTING:** Any and all testing requirements borne out of, but not limited to contract requirements and permits, for the installation of utility piping, including but not limited to, pressure testing, will be included in the Contractor's bid price. Testing shall include all utilities installed as part of the Work of these Contract Documents. Testing will be arranged in advance with an independent testing firm (also included in the bid price) for the testing of concrete and compaction. The City requests to be notified three (3) business days in advance of any test in order to have a City representative and the Engineer of Record, if required, present. Where less time for notice is specified in the specifications or plans, this special provision shall prevail.

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

**SP-29 SOURCES OF WATER FOR TESTING, CLEANING, AND OTHER CONSTRUCTION PURPOSES:**  
Reclaimed water

piping pressure and flow testing and flushing may be done with reclaimed water. All Contractors' connection(s) to the City reclaimed water supply shall allow the City to meter the amount of reclaimed water used in testing, flushing, and other miscellaneous purposes during construction, etc. The Contractor is responsible for obtaining meter(s) and associated appurtenances and paying all appropriate fees/deposits. Contractor shall not use any water until meter is installed. The actual reclaimed water used will be provided at no cost to the Contractor by City of North Port Utilities. Any fees/deposits due back to the Contractor will be returned after the Project is completed and the meter is removed.

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

and the meter is removed.

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

**SP-31 PRE-INSTALLATION VIDEO:** No construction shall take place prior to the City's acceptance of the Pre-Installation Video. The Contractor ~~video~~ shall thoroughly capture on video with adequate lighting, picture, and sound, the intended Work area as outlined in the Contract Documents. The Pre- Installation Video will be used to protect all parties involved in the Project.

Station boards shall be in place prior to completing the Pre-Installation Video to provide reference points to plan locations. The Pre-Installation Video must be of a high resolution and follow a pace sufficient to adequately capture the existing conditions along the Project corridors.

**SP-32 PERIODIC CLEAN UP AND RESTORATION:** During construction, the Contractor shall regularly remove from site and properly dispose of all accumulated debris and surplus material of any kind that result from their operations. The Contractor shall remove unsightly mounds of earth, large stones, boulders, and debris so the site presents a neat appearance. Burial of construction debris is not permitted. Unused tools and equipment shall be stored at the Contractor's yard or base of operations for the Project. When the Contract Work involves ROWs, private property, roadways, private driveways or access roads, easements and sidewalks, and any site Work that may impede pedestrian or vehicular traffic while the installation Work is in progress, the Contractor shall backfill, grade, compact, and otherwise restore the area to the basic condition which existed prior to Work in order to allow vehicular and pedestrian use. All areas should be restored to their original design grade to facilitate drainage.

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

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

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

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

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

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

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

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

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

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

**SP-37 MATERIALS, EQUIPMENT, PRODUCTS, AND SUBSTITUTIONS:** Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the Contractor. The Contractor shall submit to the City a list of proposed materials, equipment, or products, together with such samples as may be necessary of him to determine their acceptability and obtain his approval. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the City.

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered per 40 CFR ~~33.255(c)~~ 31.36 (July 1, 2011) as referenced in chapter 62-552.700(6)(c)c., Florida Administrative Code. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents be reference to brand name or catalog number, and if, in the opinion of the City, such material, article, or piece of equipment is of equal substance and function to that specified, the City may approve its substitution and use by the Contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

No substitute shall be ordered or installed without the written approval of the City who shall be the judge of equality. Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

Should any Work or materials, equipment or products not conform with requirements of the Drawings

and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alteration, at any time before completion and acceptance of the Project by the Contractor. All such Work shall be done at the expense of the Contractor.

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

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

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

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

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

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

**SP-40 MANUFACTURER'S LITERATURE:** Manufacturer's literature, when referenced, shall be dated, and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable Florida Building Code, federal specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

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

**SP-42 RECORD DRAWINGS:** The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Progress Record Drawings shall be submitted to the City on a

month basis, at the time of invoicing, and shall include all Work that has been completed up until that point.

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's Department of Environmental Protection (FDEP) and shall be delivered by him to the City upon completion of the Project. It shall be used for this purpose only. Final payment will not be made until receipt and approval by the City of Record Drawings.

**SP-43 RECORD DRAWINGS CERTIFICATION:** The Contractor will ensure the following certification statement is properly affixed to and signed all Record Drawings as needed~~shall be as follows:~~

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

**SP-44 FINAL COMPLETION OF THE PROJECT:** The Contractor shall accomplish Final Completion of the Project~~shall be accomplished and finalized~~ prior to Contractor's submittal of the application for final payment to the City~~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 lien releases have been submitted and are satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this Project have been paid in full.

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

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

**SP-47 TERMINOLOGY:** The terms General Conditions and General Provisions are used interchangeably in the Contract Documents. The terms Special Conditions and Special Provisions are used interchangeably in the Contract Documents.

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

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

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

**SP-50 QUALIFICATIONS/REFERENCES:**

- a. In order to be deemed responsive and responsible the Bidder must have obtained such prequalification or certification (below) not later than the time of bid opening, and attach proof with their bid package:

Bidder must be prequalified or certified by Florida Department of Transportation (FDOT) for the following categories listed under Rule 14-22.003(3), Florida Administrative Code: Minor Bridges, Pavement Marking, Portland Cement Concrete Roadway Paving. Contractor shall provide to the City within their bid package an updated/current FDOT Certificate of Qualification.

Any contractor/subcontractor who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Florida Department of Transportation to be a non-responsible contractor may not submit a bid or perform Work for the construction or repair of a public building or public work on a contract with the Recipient.

- b. Contractor shall submit a minimum of TWO (2) recent (**within the past FIFTEEN (15) years**) references of projects of similar size and scope.
  - 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. Please provide accurate telephone and e-mail address for contact person.

- c. Those who have been placed on the Convicted Vendor List following a conviction for a public entity crime or on the discriminatory Contractor list may not submit a bid on a contract to provide any goods or services 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the Convicted Vendor List or on the Discriminatory Vendor List.

Bidders who are debarred or suspended at the time of Bid opening are not eligible and will be deemed unresponsive and un-responsible for this ~~federally funded~~ Project. Bidders who



have been placed on the Convicted Vendor List following a conviction for a public entity crime or on the discriminatory Contractor list may not submit a bid proposal for this RFB. Bidders must provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" as the prospective Sub-Contractor of the Grant Recipient (City of North Port) performing services for this Project, by completing and submitting the form.

**SP-51 LICENSE(s) REQUIREMENT:** Contractor or Contractor's City-approved subcontractor or agent must have Certified General Contractor AND Certified Underground Utility and Excavation Contractor (CUC) licenses as required by law and the Work. The requirement is only for the Contractor that will be performing the utility and/or sewer work. The prime Contractor is required to have the certification if a subcontractor will be performing the underground work.

**SP-52 CITY'S STATUS:** The City shall examine and inspect the Work to assure compliance with the requirements of these Contract Documents. The City shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The City has the authority as follows:

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

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

~~**SP-53 IRON AND STEEL** (New section in FS 255.0993, effective, July 1, 2024). The State of Florida requires that iron or steel product permanently incorporated in certain public Works projects be produced in the United States. See § 255.0993, Fla. Stat. (2024). Contractor must carefully review the technical specifications to determine whether and how this requirement applies to this Project and prepare its bid accordingly. Contractor's failure to account for this requirement in its bid will not justify a later change to the Contract Price.~~

~~All iron or steel products included in this order must be produced in the United States, which means that all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives. See § 255.0993, Fla. Stat. (2024).~~

**SP-54 CRITERIA FOR AWARD:** The award of this bid shall be to the lowest responsive, responsible bidder meeting the requirements of the specifications and provisions set forth herein. The basis of award shall be the Base Bid plus or minus the alternate bid items selected to be awarded. At their sole discretion, the City reserves the right to award none, one, or more of the Optional Bid Items. Other consideration(s) of award shall be qualifications, and references. Any unfavorable references may be cause to deem bidder non-responsive.

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

**END OF SECTION III**

## SECTION IV.

### CITY FORMS and ATTACHMENTS

**~~BIDDER MUST COMPLETE~~**  
**~~AND SUBMIT ALL FORMS TO~~**  
**~~BE DEEMED RESPONSIVE:~~**  
**~~EXECUTE & NOTARIZE~~**

**SECTION IV**  
**CITY FORM (CF) AND ATTACHMENTS (A)**  
**CF-1 BIDDER CHECKLIST**

**BIDDER: Submittal to include the following:**

- ~~one (1) original hard copy labeled "ORIGINAL"~~
- ~~one labeled "COPY", and~~
- ~~a digital version on a USB flash drive. The bid schedule should be in excel format, while all other documents should be in PDF format.~~

**CITY FORMS (CF-1, C-3 THROUGH CF-14)**

➤ **BIDDER MUST COMPLETE & SUBMIT ALL FORMS TO BE DEEMED RESPONSIVE: EXECUTE, NOTARIZE**

CF-1: Bidder checklist (THIS CHECKLIST)

CF-2: OMITTED Sealed Bid Label (if not using the provided label on the next page, please make sure all information is provided on envelope as label).

CF-3: REVISED Bid Schedule (Excel format, separate document) ~~DO NOT RECREATE SPREADSHEET~~

- ~~Must complete the entire schedule, print original, copy, and save on USB drive in excel format.~~

CF-4: Bid Form

CF-5: Statement of Organization

CF-6: Addenda Acknowledgement and Bid Bond Terms

CF-7: City Bid Bond Form (DO NOT RECREATE AND ONLY USE THIS FORM)

CF-8: Equipment and Source of Supply List and Subcontractor List

CF-9: License/Certification List/FDOT Work Class Pre-Qualification

CF-10: Qualifications and Experience Form

CF-11: Claims, Liens, Litigation History

CF-12: Affidavit Of Compliance With Anti-Human Trafficking Laws

CF-13: Affidavit Of Compliance With Foreign Entity Laws

CF-14: Project Insurance Requirements

CF-15: OMITTED Indemnification

CF-16: OMITTED Flow down of Terms and Conditions from the Grant Agreement

CF-17: OMITTED Equal Opportunity Statement

CF-18: OMITTED State Funded Grant Agreement

**ATTACHMENTS (A-5 THROUGH 15 AND A-19)**

➤ **BIDDER MUST COMPLETE AND SUBMIT ALL FORMS TO BE DEEMED RESPONSIVE: EXECUTE & NOTARIZE [A-1, A-2, A-3, & A-4 ALL OMITTED]**

A-5: Certification Regarding Lobbying

A-6: Non-Collusive Affidavit

A-7: Conflict of Interest Form

A-8: Public Entity Crime Information

A-9: Drug-Free Workplace Form

A-10: The Florida Trench Safety Act

A-11: Scrutinized Company Certification Form

A-12: Contractor's Certification For E-Verify System

A-13: Performance and Payment Bond Terms (attached for use after award)

A-14: Performance and Payment Bond Form (attached for use after award)

A-15: Debarment Form

A-18: Termination for Convenience [A-16, A-17, & A-18 ALL OMITTED]

A-19: Inspector General Cooperation

**CF-2**

**~~SEALED RFB ENVELOPE LABEL~~**

**~~PLEASE NOTE: Courier Packages (Fedex, UPS, etc.) shall be clearly marked.~~**

**~~If not using label provided below, please include the following on the outside envelope: COMPANY NAME, RFB #, RFB TITLE, DATE DUE, TIME DUE, SUBMITTED BY, NAME OF COMPANY, E-MAIL ADDRESS, TELEPHONE.~~**

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a "Sealed RFB".

<b>PLEASE PRINT CLEARLY</b>	
<b><del>SEALED RFB DOCUMENTS — DO NOT OPEN</del></b>	
<b><del>RFB #:</del> <del>REVISED RFB NO. 2024 28 PRICE BOULEVARD WIDENING PROJECT PHASE I</del> <del>FDOT FPN 453215 1 54 01</del></b>	
<b>DATE DUE:</b> _____	
<b>TIME DUE:</b> _____	
<b>SUBMITTED BY:</b> _____ <b>(Name of Company)</b>	
_____	_____
e-mail address	Telephone
Deliver to:	
<b>City of North Port</b>	
<b>Finance Department — Purchasing Division</b>	
<b>Alla V. Skipper, CPPB, Senior Contract Administrator</b>	
<b>4970 City Hall, 3 RD Floor, Suite 337</b>	
<b>North Port, Florida 34286</b>	
<b><del>RFB NO. REVISED RFB NO. 2024 28 PRICE BOULEVARD WIDENING PROJECT PHASE I</del> <del>FDOT FPN 453215 1 54 01</del></b>	

**Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.**

**CF-3****REVISED, NEGOTIATED, FINAL BID SCHEDULE**

*UNIT PRICE prevails over EXTENDED COST. Failure to identify a monetary amount in any of the UNIT COST line items shall 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.*

**SUMMARY OF BID - PRICE BOULEVARD FROM EAST OF SUMTER BOULEVARD TO  
WEST OF TOLEDO BLADE BOULEVARD**

<b>BID COMPONENTS</b>	<b>AMOUNT</b>
ROADWAY ALTERNATE 2	\$ 54,650,551.48
SIGNING & PAVEMENT MARKING	\$ 440,978.35
LIGHTING	\$ 4,975,706.95
SIGNALS	\$ 3,289,663.95
LANDSCAPING	\$ 1,590,000.00
UTILITIES	\$ 14,336,109.62
<b>GRAND TOTAL</b>	<b>\$ 79,283,010.35</b>

BID TABULATION- ROADWAY COMPONENTS						
ITEM NO.	DT WHERE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
R-1	0101 1	MOBILIZATION	1	LS	\$ 7,100,000.00	\$ 7,100,000.00
R-2	0102 1	MAINTENANCE OF TRAFFIC (INCL. PEDESTRIAN M.O.T.)	1	LS	\$ 5,000,000.00	\$ 5,000,000.00
R-3	0102 2 200	SPECIAL DETOUR - TEMPORARY PAVEMENT	1	LS	\$ 949,000.00	\$ 949,000.00
R-4	0102 2 300	SPECIAL DETOUR - TEMPORARY EARTHWORK/ BASE	48	CY	\$ 26,000.00	\$ 1,248,000.00
R-5	0102 4 1	PEDESTRIAN OR BICYCLE SPECIAL DETOUR	1	LS	\$ 260,000.00	\$ 260,000.00
R-6	102 14	TRAFFIC CONTROL OFFICER	48	HR	\$ 120.00	\$ 5,760.00
R-7	0102 60	WORK ZONE SIGN	106,610	ED	\$ 0.28	\$ 29,850.80
R-8	0102 71 13	TEMPORARY BARRIER, F&I, LOW PROFILE, CONCRETE	1,150	LF	\$ 39.00	\$ 44,850.00
R-9	0102 71 15	TEMPORARY BARRIER, F&I, ANCHORED	2,400	LF	\$ 41.00	\$ 98,400.00
R-10	0102 71 23	TEMPORARY BARRIER, RELOCATE, LOW PROFILE, CONCRETE	3,460	LF	\$ 13.00	\$ 44,980.00
R-11	0102 71 25	TEMPORARY BARRIER, RELOCATE, ANCHORED	23,700	LF	\$ 23.00	\$ 545,100.00
R-12	0102 74 1	CHANNELIZING DEVICE, TYPES I, II, DI, VP, DRUM	1,314,880	ED	\$ 0.14	\$ 184,083.20
R-13	0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	480	ED	\$ 7.00	\$ 3,360.00
R-14	0102 89 1	TEMPORARY CRASH CUSHION, REDIRECTIVE OPTION	16	LO	\$ 1,150.00	\$ 18,400.00
R-15	0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	2,128	ED	\$ 14.00	\$ 29,792.00
R-16	0102 115	TYPE III BARRICADE	480	ED	\$ 0.70	\$ 336.00
R-17	0104 1	ARTIFICIAL COVERINGS/ROLLED EROSION CONTROL PRODUCTS	283	SY	\$ 10.00	\$ 2,830.00
R-18	0104 7	SEDIMENT BASIN/CONTAINMENT SYSTEM	2	EA	\$ 8,800.00	\$ 17,600.00
R-19	0104 9	SEDIMENT BASIN/CONTAINMENT SYSTEM CLEANO	2	EA	\$ 7,000.00	\$ 14,000.00
R-20	0104 10 3	SEDIMENT BARRIER	7,776	LF	\$ 8.50	\$ 66,096.00
R-21	0104 11	FLOATING TURBIDITY BARRIER	540	LF	\$ 15.00	\$ 8,100.00
R-22	0104 15	SOIL TRACKING PREVENTION DEVICE	3	EA	\$ 6,200.00	\$ 18,600.00
R-23	0104 18	INLET PROTECTION SYSTEM	10	EA	\$ 155.00	\$ 1,550.00
R-24	0107 1	LITTER REMOVAL	991.10	AC	\$ 60.00	\$ 59,466.00
R-25	0107 2	MOWING	991.10	AC	\$ 105.00	\$ 104,065.50
R-26	0108 1	MONITOR EXISTING STRUCTURES - INSPECTION AND SETTLEMENT MONITORING	1	LS	\$ 10,000.00	\$ 10,000.00
R-27	0108 2	MONITOR EXISTING STRUCTURES - VIBRATION MONITORING	1	LS	\$ 20,000.00	\$ 20,000.00
R-28	0109 71	FIELD OFFICE (1200 SF)	1,095	ED	\$ 190.00	\$ 208,050.00
R-29	0110 1 1	CLEARING AND GRUBBING	38.26	AC	\$ 49,000.00	\$ 1,874,740.00
R-31	0110 4 10	REMOVAL OF EXISTING CONCRETE PAVEMENT	22,236	SY	\$ 24.00	\$ 533,664.00
R-32	0110 7 1	MAILBOX, F&I SINGLE	127	EA	\$ 370.00	\$ 46,990.00

BID TABULATION- ROADWAY COMPONENTS CONT						
ITEM NO.	PAY ITEM NO. (REF.FDOT WHERE APPLICABLE)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
R-33	0120 1	REGULAR EXCAVATION	75,904.1	CY	\$ 20.00	\$ 1,518,082.00
R-34	0120 6	EMBANKMENT	23,163.2	CY	\$ 10.00	\$ 231,632.00
R-35	0160 4	TYPE B STABILIZATION	110,729	SY	\$ 13.00	\$ 1,439,477.00
R-36	0285 706	OPTIONAL BASE, BASE GROUP 06	100,477	SY	\$ 26.00	\$ 2,612,402.00
R-37	0327 70 6	MILLING EXIST ASPH PAVT. 1 1/2" AVG DEPTH	13,406	SY	\$ 2.20	\$ 29,493.20
R-38	0334 1 52	SUPERPAVE ASPHALTIC CONC. TRAFFIC B, PG 76-2	8,107.2	TN	\$ 207.00	\$ 1,678,190.40
R-39	0337 7 81	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22	9,226.0	TN	\$ 215.00	\$ 1,983,590.00
R-47	400 0 11	CONCRETE CLASS NS, GRAVITY WALL	86	CY	\$ 1,600.00	\$ 137,120.00
R-53	0425 1 351	INLETS, CURB, TYPE P-5, <10'	66	EA	\$ 8,800.00	\$ 580,800.00
R-54	0425 1 361	INLETS, CURB, TYPE P-6, <10'	9	EA	\$ 9,950.00	\$ 89,550.00
R-55	0425 1 451	INLETS, CURB, TYPE J-5, <10'	84	EA	\$ 11,800.00	\$ 991,200.00
R-56	0425 1 452	INLETS, CURB, TYPE J-5, >10'	6	EA	\$ 11,500.00	\$ 69,000.00
R-57	0425 1 461	INLETS, CURB, TYPE J-6, <10'	30	EA	\$ 13,200.00	\$ 396,000.00
R-58	0425 1 541	INLETS, DT BOT, TYPE D, <10'	31	EA	\$ 6,200.00	\$ 192,200.00
R-59	0425 1 542	INLETS, DT BOT, TYPE D, >10'	1	EA	\$ 9,000.00	\$ 9,000.00
R-60	0425 1 543	INLETS, DITCH BOTTOM, TYPE D, J BOT, <10'	3	EA	\$ 11,200.00	\$ 33,600.00
R-61	0425 1 549	INLETS, DT BOT, TYPE D, MODIFY	9	EA	\$ 51,000.00	\$ 459,000.00
R-62	0425 1 581	INLETS, DT BOT, TYPE H, <10'	1	EA	\$ 13,200.00	\$ 13,200.00
R-63	0425 1 910	INLETS, CLOSED FLUME	5	EA	\$ 6,500.00	\$ 32,500.00
R-64	0425 2 41	MANHOLES, P-7, <10'	1	EA	\$ 5,300.00	\$ 5,300.00
R-65	0425 2 61	MANHOLES, P-8, <10'	7	EA	\$ 5,400.00	\$ 37,800.00
R-66	0425 2 62	MANHOLES, P-8, >10'	1	EA	\$ 8,600.00	\$ 8,600.00
R-67	0425 2 91	MANHOLES, J-8, <10'	11	EA	\$ 11,000.00	\$ 121,000.00
R-68	0425 2 92	MANHOLES, J-8, >10'	1	EA	\$ 13,000.00	\$ 13,000.00
R-69	0425 10	YARD DRAIN	25	EA	\$ 4,700.00	\$ 117,500.00
R-70	0430 174 115	PIPE CULVERT OPTIONAL MATERIAL, ROUND, 15" S	3,048	LF	\$ 90.00	\$ 274,320.00
R-71	0430 174 215	PIPE CULVERT, OPTIONAL MATERIAL, OTHER SHAPE - ELLIP/ARCH, 15"SD	20	LF	\$ 200.00	\$ 4,000.00
R-72	0430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15" S/CD (Includes 8"&12" Yard Drain Pipe)	682	LF	\$ 101.00	\$ 68,882.00
R-73	0430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	6,886	LF	\$ 148.00	\$ 1,019,128.00
R-74	0430 175 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	3,118	LF	\$ 190.00	\$ 592,420.00
R-75	0430 175 130	PIPE CULVERT, OPT MATERIAL, ROUND, 30" S/CD	1,950	LF	\$ 259.00	\$ 505,050.00
R-76	0430 175 136	PIPE CULVERT, OPT MATERIAL, ROUND, 36" S/CD	3,805	LF	\$ 317.00	\$ 1,206,185.00

BID TABULATION- ROADWAY COMPONENTS CONT						
ITEM NO.	PAY ITEM NO. (REF.FDOT WHERE APPLICABLE)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
R-77	0430 175 142	PIPE CULVERT, OPT MATERIAL, ROUND, 42" S/CD	3,410	LF	\$ 364.00	\$ 1,241,240.00
R-78	0430 175 148	PIPE CULVERT, OPT MATERIAL, ROUND, 48" S/CD	5,786	LF	\$ 432.00	\$ 2,499,552.00
R-79	0430 175 154	PIPE CULVERT, OPT MATERIAL, ROUND, 54" S/CD	1,138	LF	\$ 549.00	\$ 624,762.00
R-80	0430 175 160	PIPE CULVERT, OPT MATERIAL, ROUND, 60" S/CD	413	LF	\$ 623.00	\$ 257,299.00
R-81	0430 175 218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER- ELIP/ARCH, 18" S/CD	165	LF	\$ 190.00	\$ 31,350.00
R-82	0430 982 125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	1	EA	\$ 2,000.00	\$ 2,000.00
R-83	0430 982 133	MITERED END SECTION, OPTIONAL ROUND, 30" CD	1	EA	\$ 4,500.00	\$ 4,500.00
R-84	0430 982 140	MITERED END SECTION, OPTIONAL ROUND, 42" CD	2	EA	\$ 6,700.00	\$ 13,400.00
R-85	0430 982 141	MITERED END SECTION, OPTIONAL ROUND, 48" CD	2	EA	\$ 8,000.00	\$ 16,000.00
R-86	0430 982 142	MITERED END SECTION, OPTIONAL ROUND, 54" CD	3	EA	\$ 13,000.00	\$ 39,000.00
R-87	0430 982 143	MITERED END SECTION, OPTIONAL ROUND, 60" CD	1	EA	\$ 17,000.00	\$ 17,000.00
R-88	0430 982 625	MITERED END SECTION, OPTIONAL - ELLIPTICAL/ARCH, 18" CD	2	EA	\$ 2,300.00	\$ 4,600.00
R-89	0430 984 623	MITERED END SECTION, OPTIONAL OTHER - ELLIP/ARCH, 15" SD	2	EA	\$ 2,000.00	\$ 4,000.00
R-93	0515 2313	PED/BICYCLE RAILING (ALUMINUM ONLY) (42" TYPE 3)	448	LF	\$ 220.00	\$ 98,560.00
R-94	0520 1 10	CONCRETE CURB & GUTTER, TYPE F	30,242	LF	\$ 34.00	\$ 1,028,228.00
R-95	0520 3	VALLEY GUTTER - CONCRETE	458	LF	\$ 56.00	\$ 25,648.00
R-96	0520 5 41	TRAFFIC SEPARATOR, CONCRETE, TYPE IV, 4' WIDE	2,133	LF	\$ 69.00	\$ 147,177.00
R-97	0520 70	TRAFFIC SEPARATOR, CONCRETE, SPECIAL - VARIABLE WIDTH	317	SY	\$ 175.00	\$ 55,475.00
R-98	0522 1	CONCRETE SIDEWALK AND DRIVEWAY, 4"	447	SY	\$ 65.00	\$ 29,055.00
R-99	0522 2	CONCRETE SIDEWALK AND DRIVEWAY, 6"	34,597	SY	\$ 82.00	\$ 2,836,954.00
R-100	0523 3	PATTERNED PAVEMENT	87	SY	\$ 200.00	\$ 17,400.00
R-101	0526 1101	PAVERS, ARCHITECTURAL, REMOVE EXISTING AND REINSTALL	309.9	SY	\$ 170.00	\$ 52,683.00
R-102	0527 2	DETECTABLE WARNINGS	1,830	SF	\$ 40.00	\$ 73,200.00
R-103	0530 1 100	RIPRAP, SAND-CEMENT	7.6	CY	\$ 1,600.00	\$ 12,160.00
R-104	0530 3 3	RIPRAP, RUBBLE, BANK AND SHORE	5,695.0	TN	\$ 240.00	\$ 1,366,800.00
R-105	0530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING	22.0	TN	\$ 355.00	\$ 7,810.00
R-106	0530 74	BEDDING STONE	2,042.2	TN	\$ 218.00	\$ 445,199.60
R-107	0536 73	GUARDRAIL REMOVAL	998	LF	\$ 6.00	\$ 5,988.00
R-108	0570 1 2	PERFORMANCE TURF (SOD)	56,257	SY	\$ 9.00	\$ 506,313.00
R-109	0706 1 3	RAISED PAVEMENT MARKER, TYPE B	8,042	EA	\$ 4.25	\$ 34,178.50
R-110	0710 11 101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	24.533	GM	\$ 2,300.00	\$ 56,425.90
R-111	0710 11 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	4,082	LF	\$ 2.20	\$ 8,980.40
R-112	0710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	1,925.00	LF	\$ 2.05	\$ 3,946.25
R-113	0710 11 131	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6" WIDE	0.12	GM	\$ 550.00	\$ 64.35
R-114	0710 11 170	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROWS	190.00	EA	\$ 41.00	\$ 7,790.00
R-115	0710 11 201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	25.36	GM	\$ 2,300.00	\$ 58,328.00



BID TABULATION- ROADWAY COMPONENTS CONT						
ITEM NO.	PAY ITEM NO. (REF.FDOT WHERE APPLICABLE)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
R-116	0710 11 224	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	3,610.00	LF	\$ 1.95	\$ 7,039.50
R-117	0710 11 241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	0.52	GM	\$ 785.00	\$ 406.63
R-118	999 1	FLORIDA BONNETED BAT PROJECTWIDE SURVEY	1.00	EA	\$ 25,000.00	\$ 25,000.00
R-119	999 2	GOPHER TORTOISE PROJECTWIDE SURVEY	1.00	LS	\$ 25,000.00	\$ 25,000.00
R-120	999 3	GOPHER TORTOISE RELOCATION	12.00	EA	\$ 2,000.00	\$ 24,000.00
R-121	999 110 41	WESTERN MAIL CENTER	1.00	LS	\$ 106,000.00	\$ 106,000.00
R-122	999 110 42	CENTRAL MAIL CENTER	1.00	LS	\$ 112,000.00	\$ 112,000.00
R-123	999 110 43	EASTERN MAIL CENTER	1.00	LS	\$ 88,000.00	\$ 88,000.00
R-124	999 590	RESTORE RESIDENTIAL IRRIGATION SYSTEM	1.00	Allowance	\$ 10,000.00	\$ 10,000.00
R-125	999 522	PAINT RESIDENTIAL DRIVEWAY	104.20	SY	\$ 50.00	\$ 5,210.00
SUBTOTAL ROADWAY COMPONENTS BASE BID						\$ 47,052,608.23

BID TABULATION- ROADWAY COMPONENTS CROSS DRAIN AND WEIR ITEMS BID						
ITEM NO.	PAY ITEM NO. (REF.FDOT WHERE APPLICABLE)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
R-30	110-3	REMOVAL OF EXISTING BRIDGE/STRUCTURE	1623.3	SF	\$ 49.00	\$ 79,541.70
R-42	400-4-1	CLASS IV CONCRETE, CULVERTS (BRIDGE 175052)	434.0	CY	\$ 2,900.00	\$ 1,258,600.00
R-43	400-4-1	CLASS IV CONCRETE, CULVERTS (BRIDGE 175051)	408.0	CY	\$ 2,800.00	\$ 1,142,400.00
R-44	400-4-1	CLASS IV CONCRETE, CULVERTS (BRIDGE 175054)	440.8	CY	\$ 2,700.00	\$ 1,190,160.00
R-45	400-4-1	CLASS IV CONCRETE, CULVERTS (BRIDGE 175053)	414.0	CY	\$ 2,900.00	\$ 1,200,600.00
R-46	400-4-8	CLASS IV CONCRETE, BULKHEADS	43.1	CY	\$ 2,400.00	\$ 103,440.00
R-48	415-1-1	REINFORCING STEEL, ROADWAY (BRIDGE 175052)	62,124.0	LB	\$ 2.10	\$ 130,460.40
R-49	415-1-1	REINFORCING STEEL, ROADWAY (BRIDGE 175051)	57,963.0	LB	\$ 2.10	\$ 121,722.30
R-50	415-1-1	REINFORCING STEEL, ROADWAY (BRIDGE 175054)	62,842.0	LB	\$ 2.10	\$ 131,968.20
R-51	415-1-1	REINFORCING STEEL, ROADWAY (BRIDGE 175053)	58,844.0	LB	\$ 2.10	\$ 123,572.40
R-52	415-1-8	REINFORCING STEEL, BULKHEAD	2,172.5	LB	\$ 2.10	\$ 4,562.25
R-90	455-14-3	CONCRETE SHEET PILING, 10"X30"	1,728.0	LF	\$ 234.00	\$ 404,352.00
R-91	455-14-4	CONCRETE SHEET PILING, 12"X30"	930.0	LF	\$ 254.00	\$ 236,220.00
R-92	455-133-2	SHEET PILING STEEL, TEMPORARY-CRITICAL	15,982.0	SF	\$ 92.00	\$ 1,470,344.00
SUBTOTAL ROADWAY COMPONENTS CROSS DRAIN AND WEIR ITEMS BID						\$ 7,597,943.25

BID TABULATION - SIGNING AND PAVEMENT MARKING COMPONENTS						
ITEM NO.	PAY ITEM NO. (REF.FDOT WHERE APPLICABLE)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
S-1	654 2 11	RECTANGULAR RAPID FLASHING BEACON, F&I - AC POWERED, COMPLETE SIGN ASSEMBLY - SINGLE DIRECTION	2	AS	\$ 9,050.00	\$ 18,100.00
S-2	654 2 12	RECTANGULAR RAPID FLASHING BEACON, F&I - AC POWERED, COMPLETE SIGN ASSEMBLY - BACK TO BACK	2	AS	\$ 6,900.00	\$ 13,800.00
S-3	0700 1 111	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, LESS THAN 12 SF	59	EA	\$ 666.00	\$ 39,294.00
S-4	0700 1 112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	26	EA	\$ 2,500.00	\$ 65,000.00
S-5	0700 1 113	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 20.1-30.0 SF	4	EA	\$ 3,200.00	\$ 12,800.00
S-6	0700 1 500	SINGLE COLUMN GROUND SIGN ASSEMBLY, RELOCATE	9	EA	\$ 325.00	\$ 2,925.00
S-7	0700 1 600	SINGLE COLUMN GROUND SIGN ASSEMBLY, REMOVE	74	EA	\$ 163.00	\$ 12,062.00
S-8	0706 1 3	RAISED PAVEMENT MARKER, TYPE B	2,683	EA	\$ 4.30	\$ 11,536.90
S-9	0710 11 290	PAINTED PAVEMENT MARKINGS (STANDARD) (YELLOW) (ISLAND NOSE)	225	SF	\$ 4.10	\$ 922.50
S-10	0710 90	PAINTED PAVEMENT MARKING-FINAL SURFACE	1	LS	\$ 58,000.00	\$ 58,000.00
S-11	0711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12"	4,634	LF	\$ 3.60	\$ 16,682.40
S-12	0711 11 124	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (SOLID) (18" )(DIAGONALS AND CHEVRONS)	217	LF	\$ 5.40	\$ 1,171.80
S-13	0711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	816	LF	\$ 7.15	\$ 5,834.40
S-14	0711 11 141	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (SOLID) (2-4 DOTTED GUIDELINE/6-10 GAP EXT.)(6")	0.043	GM	\$ 2,250.00	\$ 96.75
S-15	0711 11 180	THERMOPLASTIC PAVEMENT MARKINGS (STANDARD) (WHITE) (YIELD LINE)	44	LF	\$ 13.20	\$ 580.80
S-16	0711 11 224	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18"	401	LF	\$ 5.10	\$ 2,045.10
S-17	0711 11 241	THERMOPLASTIC, STANDARD, YELLOW, 2-4 DOTTED/6-10 GAP EXT., 6"	3.841	GM	\$ 2,400.00	\$ 9,218.40
S-18	0711 14 125	THERMOPLASTIC, PREFORMED, WHITE, SOLID, 24", FOR CROSSWALK	1,620	LF	\$ 20.50	\$ 33,210.00
S-19	0711 14 160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE OR SYMBOL, BIKE	4	EA	\$ 253.00	\$ 1,012.00
S-20	0711 14 170	THERMOPLASTIC, PREFORMED, WHITE, ARROWS	147	EA	\$ 326.00	\$ 47,922.00
S-21	0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	7.740	GM	\$ 5,450.00	\$ 42,183.00
S-22	0711 16 102	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8"	0.113	GM	\$ 7,100.00	\$ 802.30
S-23	0711 16 131	THERMOPLASTIC, OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP/ 3-9 LANE DROP	5.312	GM	\$ 1,350.00	\$ 7,171.20
S-24	0711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	7.084	GM	\$ 5,450.00	\$ 38,607.80
SUBTOTAL SIGNING AND PAVEMENT MARKING COMPONENTS						\$ 440,978.35

BID TABULATION - LIGHTING COMPONENTS						
ITEM NO.	PAY ITEM NO. (REF.FDOT WHERE APPLICABLE)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
L-1	630-2-11	Conduit, Furnish & Install, Open Trench	33068	LF	\$ 10.40	\$ 343,907.20
L-2	630-2-12	Conduit, Furnish & Install, Directional Bore	1703	LF	\$ 28.00	\$ 47,684.00
L-3	633-1-122	Fiber Optic Cable, F&I, Underground, 48 Fibers	4650	LF	\$ 5.20	\$ 24,180.00
L-4	633-1-123	Fiber Optic Cable, F&I, Underground, 96 Fibers	18015	LF	\$ 6.25	\$ 112,593.75
L-5	635-2-11	Pull & Splice Box, F&I, 13" x 24" Cover Size	360	EA	\$ 1,275.00	\$ 459,000.00
L-6	635-2-12	Pull & Splice Box, F&I, 24" x 36" Cover Size	24	EA	\$ 2,800.00	\$ 67,200.00
L-7	635-2-13	Pull & Splice Box, F&I, 36" Round Cover Size	3	EA	\$ 3,700.00	\$ 11,100.00
L-8	639-1-122	Electrical Power Service, F&I, Underground, Meter Purchased by Contractor	6	AS	\$ 4,100.00	\$ 24,600.00
L-9	639-2-1	Electrical Service Wire, Furnish & Install	90	LF	\$ 10.40	\$ 936.00
L-10	639-3-11	Electrical Service Disconnect, F&I, Pole Mount (Breaker Box, Type 3R Enclosure)	12	EA	\$ 1,700.00	\$ 20,400.00
L-11	641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole (12')	6	EA	\$ 2,400.00	\$ 14,400.00
L-12	641-2-19	Prestressed Concrete Pole, F&I, Type P-II Service Pole, Custom Design, 8'	12	EA	\$ 2,400.00	\$ 28,800.00
L-13	715-1-13	Lighting Conductors, F&I, Insulated, No. 4 to No. 2	121080	LF	\$ 3.15	\$ 381,402.00
L-14	715-7-11	Load Center, F&I, Secondary Voltage	6	EA	\$ 14,300.00	\$ 85,800.00
L-15	715-500-1	Pole Cable Distribution System, Conventional	248	EA	\$ 523.00	\$ 129,704.00
L-16	715-511-130	Light Pole Complete - Special Design, F&I, Single Arm Shoulder Mount, Aluminum, 30'	248	EA	\$ 13,000.00	\$ 3,224,000.00
SUBTOTAL LIGHTING COMPONENTS						\$ 4,975,706.95

BID TABULATION - SIGNAL COMPONENTS						
ITEM NO.	PAY ITEM NO. (REF.FDOT WHERE APPLICABLE)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
T-1	630-2-11	Conduit, Furnish & Install, Open Trench	759	LF	\$ 17.70	\$ 13,434.30
T-2	630-2-12	Conduit, Furnish & Install, Directional Bore	2076	LF	\$ 50.00	\$ 103,800.00
T-3	630-2-14	Conduit, Furnish & Install, Aboveground	40	LF	\$ 28.00	\$ 1,120.00
T-4	632-7-1	Signal Cable - New or Reconstructed Intersection, Furnish & Install	5	PI	\$ 14,500.00	\$ 72,500.00
T-5	632-7-1A	Signal Cable - Emergency Preemption, F&I	795	LF	\$ 3.15	\$ 2,504.25
T-6	632-7-6	Signal Cable, Remove - Intersection	3	PI	\$ 5,200.00	\$ 15,600.00
T-7	633-1-121	Fiber Optic Cable, Furnish & Install, Underground, 12 Fibers	400	LF	\$ 3.15	\$ 1,260.00
T-8	633-1-122	Fiber Optic Cable, Furnish & Install, Underground, 48 Fibers	780	LF	\$ 5.20	\$ 4,056.00
T-9	633-2-31	Fiber Optic Connection, Install, Splice	24	EA	\$ 97.00	\$ 2,328.00
T-10	633-3-11	Fiber Optic Connection Hardware, Furnish & Install, Splice Enclosure	6	EA	\$ 875.00	\$ 5,250.00
T-11	633-3-12	Fiber Optic Connection Hardware, Furnish & Install, Splice Tray	6	EA	\$ 115.00	\$ 690.00
T-12	633-3-13	Fiber Optic Connection Hardware, Furnish & Install, Preterminated Connector Assembly	6	EA	\$ 75.00	\$ 450.00
T-13	633-3-15	Fiber Optic Connection Hardware, Furnish & Install, Preterminated Patch Panel	6	EA	\$ 570.00	\$ 3,420.00
T-14	635-2-11	Pull & Splice Box, Furnish & Install, 13" x 24" Cover Size	72	EA	\$ 1,300.00	\$ 93,600.00
T-15	635-2-12	Pull & Splice Box, Furnish & Install, 24" x 36" Cover Size	7	EA	\$ 2,700.00	\$ 18,900.00
T-16	639-1-122	Electrical Power Service, F&I, Underground, Meter Purchased by Contractor	4	AS	\$ 5,400.00	\$ 21,600.00
T-17	639-1-620	Electrical Power Service, Remove Underground	3	AS	\$ 955.00	\$ 2,865.00
T-18	639-2-1	Electrical Service Wire, Furnish & Install, NO.2	26	LF	\$ 10.40	\$ 270.40
T-19	641-2-12	Prestressed Concrete Pole, F&I, Type P-II Service Pole (12')	4	EA	\$ 2,200.00	\$ 8,800.00
T-20	641-2-80	Prestressed Concrete Pole, Complete Pole Removal - Pole 30' and Greater	6	EA	\$ 8,000.00	\$ 48,000.00
T-21	646-1-11	Aluminum Signals Pole, Pedestal	24	EA	\$ 2,600.00	\$ 62,400.00
T-22	646-1-60	Aluminum Signals Pole, Remove	9	EA	\$ 1,100.00	\$ 9,900.00
T-23	649-21-3	Steel Mast Arm Assembly, Furnish & Install, Single Arm 40'	4	EA	\$ 85,000.00	\$ 340,000.00
T-24	649-21-6	Steel Mast Arm Assembly, Furnish & Install, Single Arm 50'	2	EA	\$ 95,500.00	\$ 191,000.00
T-25	649-21-10	Steel Mast Arm Assembly, Furnish & Install, Single Arm 60'	1	EA	\$ 104,000.00	\$ 104,000.00
T-26	649-21-15	Steel Mast Arm Assembly, Furnish & Install, Single Arm 70'	3	EA	\$ 111,000.00	\$ 333,000.00
T-27	649-21-18	Steel Mast Arm Assembly, Furnish & Install, Double Arm 70'-50'	1	EA	\$ 138,000.00	\$ 138,000.00
T-28	649-21-19	Steel Mast Arm Assembly, Furnish & Install, Double Arm 70'-60'	1	EA	\$ 141,000.00	\$ 141,000.00

**BID TABULATION - SIGNAL COMPONENTS CONT.**

ITEM NO.	PAY ITEM NO. (REF.FDOT WHERE APPLICABLE)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
T-29	649-21-21	Steel Mast Arm Assembly, Furnish & Install, Single Arm 78'	2	EA	\$ 123,000.00	\$ 246,000.00
T-30	650-1-14	Vehicular Traffic Signal, Furnish & Install Aluminum, 3 Section, 1 Way	30	AS	\$ 1,950.00	\$ 58,500.00
T-31	650-1-16	Vehicular Traffic Signal, Furnish & Install Aluminum, 4 Section, 1 Way	12	AS	\$ 2,300.00	\$ 27,600.00
T-32	653-1-11	Pedestrian Signal, Furnish & Install LED Countdown, 1 Way	24	AS	\$ 1,300.00	\$ 31,200.00
T-33	660-3-11	Vehicle Detection System, Microwave, F&I, Cabinet Equipment	5	EA	\$ 7,800.00	\$ 39,000.00
T-34	660-3-12	Vehicle Detection System, Microwave, F&I, Above Ground Equipment	20	EA	\$ 10,300.00	\$ 206,000.00
T-35	660-4-60	Vehicle Detection System, Video, Remove	8	EA	\$ 478.00	\$ 3,824.00
T-36	663-1-122	Signal Priority and Preemption System, GPS, Detector	7	EA	\$ 8,600.00	\$ 60,200.00
T-37	663-1-123	Signal Priority and Preemption System, GPS, Cabinet Electronics	4	EA	\$ 8,900.00	\$ 35,600.00
T-38	665-1-11	Pedestrian Detector, Furnish & Install, Standard	24	EA	\$ 428.00	\$ 10,272.00
T-39	665-1-11A	Emergency Preemption Button, Furnish & Install, with Confirmation Light	1	EA	\$ 3,700.00	\$ 3,700.00
T-40	670-5-110	Traffic Controller Assembly, F&I, NEMA	6	AS	\$ 57,000.00	\$ 342,000.00
T-41	670-5-600	Traffic Controller Assembly, Remove Controller with Cabinet	5	AS	\$ 4,800.00	\$ 24,000.00
T-42	682-1-112	ITS Multisensor 360 Camera, F&I, Dome Enclosure - Pressurized, IP, Standard Definition	3	EA	\$ 8,300.00	\$ 24,900.00
T-43	682-1-123	ITS CCTV PTZ Camera, F&I, External Positioner PTZ - Pressurized, IP, High Definition	3	EA	\$ 8,500.00	\$ 25,500.00
T-44	682-100-2	Video Equipment - License Plate Reader Camera System	12	EA	\$ 13,700.00	\$ 164,400.00
T-45	684-1-1	Managed Field Ethernet Switch, Furnish & Install	3	EA	\$ 8,300.00	\$ 24,900.00
T-46	684-6-12	Wireless Communication Device, Furnish & Install, Ethernet Subscriber Unit	6	EA	\$ 4,600.00	\$ 27,600.00
T-47	685-1-13	Uninterruptible Power Supply, Furnish & Install, Line Interactive with Cabinet	4	EA	\$ 11,500.00	\$ 46,000.00
T-48	700-1-111	Single Column Ground Sign Assembly, F&I Ground Mount, Less Than 12 SF	2	EA	\$ 660.00	\$ 1,320.00
T-49	700-3-201	Sign Panel, Furnish & Install Overhead Mount, Up to 12 SF	14	EA	\$ 1,500.00	\$ 21,000.00
T-50	700-5-22	Internally Illuminated Sign, Furnish & Install, Overhead Mount, 12-18 SF (LED)	16	EA	\$ 5,800.00	\$ 92,800.00
T-51	715-5-32	Luminaire & Bracket Arm - Galv Steel, F&I New Luminaire and Arm On New/Existing Pole	14	EA	\$ 2,400.00	\$ 33,600.00
<b>SUBTOTAL SIGNAL COMPONENTS</b>						<b>\$ 3,289,663.95</b>

**BID TABULATION - LANDSCAPING COMPONENTS**

ITEM NO.	PAY ITEM NO. (REF.FDOT WHERE APPLICABLE)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
LS-1	580-1-1	SMALL PLANTS	1	LS	\$ 400,000.00	\$ 400,000.00
LS-2	580-1-2	LARGE PLANTS	1	LS	\$ 900,000.00	\$ 900,000.00
LS-3	580-12	LANDSCAPE-PROJECTSPECIFIC	1	LS	\$ 190,000.00	\$ 190,000.00
LS-4	590-70	IRRIGATION SYSTEM	1	LS	\$ 100,000.00	\$ 100,000.00
<b>SUBTOTAL LANDSCAPING AND IRRIGATION COMPONENTS</b>						<b>\$ 1,590,000.00</b>

BID TABULATION - UTILITIES COMPONENTS						
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		AMOUNT
1	GENERAL					
1.01	Mobilization	1	LS	\$	970,763.45	\$ 970,763.45
1.02	Bonds, Insurance, Taxes, etc...	1	LS	\$	150,000.00	\$ 150,000.00
1.03	Sediment Barrier	1	LS	\$	50,000.00	\$ 50,000.00
1.04	Maintenance of Traffic	1	LS	\$	250,000.00	\$ 250,000.00
1.05	Record Documents	1	LS	\$	25,000.00	\$ 25,000.00
SUBTOTAL GENERAL						\$ 1,445,763.45
2	WATER					
2.01	6" PVC C900 DR18 (Inc. Fittings)	2,180	LF	\$	135.00	\$ 294,300.00
2.02	8" PVC C900 DR18 (Inc. Fittings)	215	LF	\$	188.00	\$ 40,420.00
2.03	12" PVC C900 DR18 (Inc. Fittings)	100	LF	\$	249.00	\$ 24,900.00
2.04	16" PVC C900 DR18 (Inc. Fittings)	9,955	LF	\$	214.00	\$ 2,130,370.00
2.05	6" DIP CL52 WM	555	LF	\$	140.00	\$ 77,700.00
2.06	8" DIP CL 52 WM	20	LF	\$	212.00	\$ 4,240.00
2.07	16" DIP CL52 WM	40	LF	\$	345.00	\$ 13,800.00
2.08	6" MJ Gate Valve	15	EA	\$	2,250.00	\$ 33,750.00
2.09	16" MJ Gate Valve	9	EA	\$	10,500.00	\$ 94,500.00
2.10	16" x 6" MJ Tee and Valve	31	EA	\$	5,100.00	\$ 158,100.00
2.11	16" x 6" MJ Tap Tee with Valve	9	EA	\$	10,800.00	\$ 97,200.00
2.12	16" x 8" MJ Tee and Valve	1	EA	\$	5,800.00	\$ 5,800.00
2.13	16" x 16" MJ Tee and Valve	1	EA	\$	17,000.00	\$ 17,000.00
2.14	Fire Hydrant Assy. (Includes Tee, Valve & Pipe)	30	EA	\$	9,200.00	\$ 276,000.00
2.15	Fire Hydrant Removal	4	EA	\$	1,100.00	\$ 4,400.00
2.16	AC Pipe Abandonment (Fill with Grout)	9,610	LF	\$	30.00	\$ 288,300.00
2.17.1	Grout Water Main*	1	LS	\$	56,967.43	\$ 56,967.43
2.18	Water Services - Short (Inc. Saddle, Valves & Tubing)	70	EA	\$	1,800.00	\$ 126,000.00
2.19	Water Services, 1" - Long (All Inclusive)	87	EA	\$	5,000.00	\$ 435,000.00
2.20	Air Release Assembly (All Inclusive)	2	EA	\$	6,500.00	\$ 13,000.00
SUBTOTAL WATER						\$ 4,191,747.43
* Grouting of Water Main includes removal and disposal of water main where conflicting with proposed construction.						

BID TABULATION - UTILITIES COMPONENTS CONT.					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3	SEWER				
3.01	4" PVC DR18 FM(Inc. Fittings)	190	LF	\$ 216.00	\$ 41,040.00
3.02	6" PVC DR18 FM(Inc. Fittings)	100	LF	\$ 146.00	\$ 14,600.00
3.03	8" PVC DR18 FM(Inc. Fittings)	170	LF	\$ 218.00	\$ 37,060.00
3.04	12" PVC DR18 FM(Inc. Fittings)	40	LF	\$ 345.00	\$ 13,800.00
3.05	20" PVC DR18 FM(Inc. Fittings)	10	LF	\$ 3,500.00	\$ 35,000.00
3.06	30" PVC DR18 FM(Inc. Fittings)	14,235	LF	\$ 417.14	\$ 5,937,987.90
3.07	30" PVC DIP CL52 FM	100	LF	\$ 1,050.00	\$ 105,000.00
3.08	4" MJ Plug Valve	3	EA	\$ 2,800.00	\$ 8,400.00
3.09	6" MJ Plug Valve	2	EA	\$ 4,700.00	\$ 9,400.00
3.1	8" MJ Plug Valve	5	EA	\$ 5,200.00	\$ 26,000.00
3.11	12" MJ Plug Valve	2	EA	\$ 8,400.00	\$ 16,800.00
3.12	30" MJ Plug Valve	11	EA	\$ 68,000.00	\$ 748,000.00
3.13	Connection to Existing 6" FM	2	EA	\$ 5,250.00	\$ 10,500.00
3.14	Connection to Existing 8" FM	1	EA	\$ 5,700.00	\$ 5,700.00
3.15	Connection to Existing 12" FM	1	EA	\$ 9,000.00	\$ 9,000.00
3.16	Connection to Existing 20" FM	1	EA	\$ 20,000.00	\$ 20,000.00
3.17	Pigging Station	1	EA	\$ 254,930.99	\$ 254,930.99
3.18	Air Release Assembly (All Inclusive)	4	EA	\$ 15,000.00	\$ 60,000.00
3.19.1	Grout Force Main*	1	LS	\$ 1,345,379.85	\$ 1,345,379.85
SUBTOTAL SEWER					\$ 8,698,598.74
SUBTOTAL UTILITIES COMPONENTS					\$ 14,336,109.62
* Grouting of Force Main includes removal and disposal of force main where conflicting with proposed construction.					





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## STATEMENT OF ORGANIZATION

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

Company Name Watson Civil Construction, Inc.

Telephone # 904-297-1800 E-Mail estimating@watsoncivil.com Fax # 904-297-1801

Main Office Address 319 W. Town Place, Suite 25

City St. Augustine State Florida Zip Code 32092

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

Office Address 150 McKenzie Street, Suite 112

City Punta Gorda State Florida Zip Code 33950

Telephone # 904-297-1800 E-mail estimating@watsoncivil.com Fax # 904-297-1801

Name & Title of Firm Representative Aaron Keen, Officer

Federal Identification Number: 46-5639198

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

(Please Check One)

Is this a Florida Corporation: ☒ Yes or ☐ No

If not a Florida Corporation,

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

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

Is it in good standing: ☒ Yes or ☐ No

Authorized to transact business in Florida: ☒ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.: P14000038801

Does it use a registered fictitious name: ☐ Yes or ☒ No

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

Names of Officers:

President: John D. Watson, P.E. Secretary: Michele Hubert

Vice President: Craig Peplinski, P.E. Treasurer: John D. Watson, P.E.

Director: Not Applicable Director: Not Applicable

Other: Aaron Keen, Officer Other: Franklin T. de la Serna, Assistant Secretary

Name of Corporation (As used in Florida):

Watson Civil Construction, Inc.

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

Corporate Address:

Post Office Box: Not Applicable

City, State Zip: Not Applicable

Street Address: 319 W. Town Place, Suite 25

City, State, Zip: St. Augustine, Florida 32092

Date: 12/4/2024

Signed (Person authorized to bind the company): 

Name (printed): Aaron Keen Title: Officer

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

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**ADDENDA ACKNOWLEDGEMENT**

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.	1	Dated	9/24/2024	Addendum No.		Dated	
Addendum No.	2	Dated	10/28/2024	Addendum No.		Dated	
Addendum No.	3	Dated	11/21/2024	Addendum No.		Dated	
Addendum No.		Dated		Addendum No.		Dated	

**BID BOND TERMS**

(SEE FORM NEXT PAGE)

**BID BOND: ACCOMPANYING THIS PROPOSAL IS** \_\_\_\_\_ **Bidder's Bond** \_\_\_\_\_

(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. If supplying a bid bond please use the attached bid bond form. **Note: Failure to submit a bid bond will be cause for rejection of bid.**

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

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

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

Date: 12/4/2024

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

Name (printed): Aaron Keen Title: Officer

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

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## 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 Watson Civil Construction, Inc., authorized by law to do business as a Contractor in the State of Florida, as Principal, and Travelers Casualty and Surety Company of America, a Corporation chartered and existing under the laws of the State of CT, as Surety, with its principal offices in the City of Hartford CT, 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 12/4/2024, for (RFB NO. 2024-28 Price Blvd. Widening Project – Phase I- FDOT FPN 453215-1-54-01).

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 12/4/2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness as to Principal:  
(By)

Andrea Alicea  
Andrea Alicea

Watson Civil Construction, Inc.

(Principal)

Printed Name

Aaron Keen

Travelers Casualty and Surety Company of America (SEAL)

(Surety's Name)

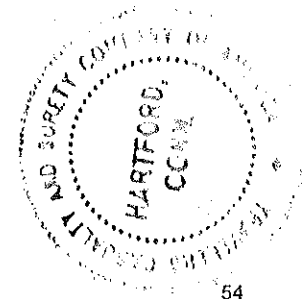
(By-As Attorney-in-Fact, Surety)

Kevin R. Wojtowicz, Attorney-in-Fact

Witness as to Surety:  
Amy Scott  
Amy Scott, Witness

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

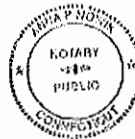
City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **December**, **2024**



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**

**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

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EQUIPMENTEquipment is located at: Various places in Florida

Please make sure your list of equipment contains the following: Description of equipment, inclusive of manufacturer, year and condition. List the condition of equipment/vehicles utilized for this project 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
1. <u>See attached list</u>				
2. _____				
3. _____				

LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the City. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the City. (Attach additional sheets, if required.)

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services
Slack Electrical	Electrical	Justin Slack	239-839-8762 justin@slackelectrical.com	9.49%
Lovin Construction	Box Culvert/Sheeting	Troy Timmons	941-806-7571 troy@lovinconstruction.com	8.21%
Ferguson Waterworks	Utility Material Supplier	Stuart Ryan	352-266-6232 stuart.ryan@ferguson.com	(7.09%) Vendor
CMS Concrete	Concrete Flatwork and Misc. concrete	Rob Conci	832-916-0410 rconci@cmsconcrete.com	10.67%
Foley Products	Drainage Pipe Supplier	Kathryn Moore	239-922-4088 kathrynmoore@foleyproducts.com	(3.67%) Vendor
Oldcastle Infrastructure	Drainage Structure Supplier	Bill Dugan	813-539-2506 bill.dugan@oldcastle.com	(1.68%) Vendor
McShea Contracting	Pavement Markings	Steve Maitland	239-322-0482 steven@mcsheacontracting.com	0.53%

Date: 12/4/2024Signed (Person authorized to bind the company): Name (printed): Aaron Keen Title: Officer**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &  
PROFESSIONAL REGULATION**



**Florida**  
**dbpr** Department of Business  
& Professional Regulation

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[AB&T Delinquent Invoice & Activity List Search](#)

### LICENSEE DETAILS

10:40:41 AM 12/4/2024

#### Licensee Information

<b>Name:</b>	<b>SLACK, JUSTIN PAUL (Primary Name)</b> <b>SLACK ELECTRICAL LLC (DBA Name)</b>
<b>Main Address:</b>	<b>9013 FALCON POINTE LOOP</b> <b>FORT MYERS Florida 33912</b>
<b>County:</b>	<b>LEE</b>

#### License Information

<b>License Type:</b>	<b>Certified Electrical Contractor</b>
<b>Rank:</b>	<b>Cert Electrical</b>
<b>License Number:</b>	<b>EC13012036</b>
<b>Status:</b>	<b>Current,Active</b>
<b>Licensure Date:</b>	<b>10/18/2022</b>
<b>Expires:</b>	<b>08/31/2026</b>

#### Special Qualifications

#### Qualification Effective

#### Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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## LICENSEE DETAILS

10:42:08 AM 12/4/2024

### Licensee Information

Name:	<b>TIMMONS, TROY DOUGLAS (Primary Name)</b> <b>LOVIN CONSTRUCTION (DBA Name)</b>
Main Address:	<b>6204 33RD ST E</b> <b>BRADENTON Florida 34203</b>
County:	<b>MANATEE</b>
License Location:	<b>6204 33RD ST E</b> <b>BRADENTON FL 34203</b>
County:	<b>MANATEE</b>

### License Information

License Type:	<b>Certified General Contractor</b>
Rank:	<b>Cert General</b>
License Number:	<b>CGC1512190</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>10/19/2006</b>
Expires:	<b>08/31/2026</b>

### Special Qualifications

Special Qualifications	Qualification Effective
<b>Construction Business</b>	<b>11/20/2015</b>

### Alternate Names

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provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

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## LICENSEE DETAILS

10:43:00 AM 12/4/2024

### Licensee Information

Name:	<b>TIMMONS, TROY DOUGLAS (Primary Name)</b> <b>LOVIN CONSTRUCTION (DBA Name)</b>
Main Address:	<b>6204 33RD ST E</b> <b>BRADENTON Florida 34203</b>
County:	<b>MANATEE</b>
License Location:	<b>6204 33RD ST E</b> <b>BRADENTON FL 34203</b>
County:	<b>MANATEE</b>

### License Information

License Type:	<b>Certified Underground Utility and Excavation Contractor</b>
Rank:	<b>Cert Under</b>
License Number:	<b>CUC1224512</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>02/25/2008</b>
Expires:	<b>08/31/2026</b>

### Special Qualifications

### Qualification Effective

<b>Construction Business</b>	<b>11/20/2015</b>
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### Alternate Names

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850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

**Aaron Keen**

---

**From:** Rob Conci <rconci@cmsconcrete-us.com>  
**Sent:** Wednesday, December 4, 2024 10:59 AM  
**To:** Aaron Keen  
**Subject:** License

Brian French  
License Type: Certified Building Contractor  
Rank: Cert Building  
License Number: CBC1263953  
Status: Current,Active  
Licensure Date: 05/26/2020  
Expires: 08/31/2026

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## Watson Civil Construction Equipment Listing

Description	Equipment_Make	Equipment_Model	Year	Condition	Leased / Owned
Dozer	CAT	D1	22	1	Owned
Dozer	CAT	D3	21	2	Owned
Dozer	CAT	D3	21	2	Owned
Dozer	CAT	D2	21	2	Owned
Dozer	CAT	D5	20	3	Owned
Dozer	CAT	D3	23	1	Owned
Dozer	CAT	D4	22	1	Owned
Loader	CAT	930M	20	2	Owned
Loader	KOMATSU	WA270	18	3	Owned
Loader	KOMATSU	WA270	23	1	Owned
Loader	KOMATSU	WA270	21	2	Owned
Loader	KOMATSU	WA270	23	1	Owned
Loader	KOMATSU	WA270	24	1	Owned
Loader	DEERE	544G	23	1	Owned
Loader	DEERE	544 G	24	1	Owned
Loader	CAT	938M	19	3	Owned
Loader	KOMATSU	WA320	20	2	Owned
Loader	KOMATSU	WA320	20	3	Owned
Loader	KOMATSU	WA320	20	3	Owned
Loader	KOMATSU	WA320	19	2	Owned
Loader	KOMATSU	WA320	20	2	Owned
Loader	KOMATSU	WA320	21	2	Owned
Loader	KOMATSU	WA320	21	2	Owned
Loader	KOMATSU	WA320	21	2	Owned
Loader	KOMATSU	WA320	22	2	Owned
Loader	KOMATSU	WA320	22	2	Owned
Loader	KOMATSU	WA320	22	2	Owned
Loader	KOMATSU	WA320	23	1	Owned
Loader	KOMATSU	WA320	23	1	Owned
Loader	KOMATSU	WA320	23	1	Owned
Loader	KOMATSU	WA320	23	1	Owned
Loader	KOMATSU	WA320	23	1	Owned
Loader	KOMATSU	WA320	23	1	Owned
Loader	KOMATSU	WA 320	24	1	Owned
Loader	DEERE	624L	19	3	Owned
Loader	DEERE	624L	19	3	Owned
Loader	DEERE	624L	21	2	Owned
Loader	DEERE	624P	24	1	Owned
Loader	DEERE	544L	19	2	Owned
Skid Steer	CAT	279D	21	2	Owned
Skid Steer	CAT	259D	23	1	Owned
Skid Steer	CAT	259D3	23	1	Owned

## Watson Civil Construction Equipment Listing

Description	Equipment_Make	Equipment_Model	Year	Condition	Leased / Owned
Skid Steer	CAT	259D3	23	1	Owned
Skid Steer	DEERE	317	18	3	Owned
Skid Steer	DEERE	317	18	3	Owned
Skid Steer	CAT	259D3	20	2	Owned
Skid Steer	CAT	299D3	20	2	Owned
Skid Steer	DEERE	317G	21	2	Owned
Skid Steer	CAT	259D3	23	1	Owned
Skid Steer	CAT	289D	23	1	Owned
Skid Steer	CAT	259D3	23	1	Owned
Skid Steer	DEERE	333G	20	2	Owned
Skid Steer	BOBCAT	T62	24	1	Leased
Excavator	CAT	305.5	20	2	Owned
Excavator	DEERE	85G	19	2	Owned
Excavator	DEERE	85G	19	2	Owned
Excavator	DEERE	85G	19	2	Owned
Excavator	DEERE	85G	19	2	Owned
Excavator	DEERE	85G	20	3	Owned
Excavator	DEERE	85G	21	2	Owned
Excavator	DEERE	60G	22	1	Owned
Excavator	DEERE	50G	19	2	Owned
Excavator	CAT	306	23	1	Owned
Excavator	CAT	306-07CR	24	1	Owned
Excavator	KOMATSU	PC88MR-11	23	1	Owned
Excavator	JOHN DEERE	85P	24	1	Owned
Excavator	KOMATSU	PC138USLC-11	22	2	Owned
Excavator	DEERE	135G	21	2	Owned
Excavator	DEERE	135G	22	1	Leased
Excavator	DEERE	135G	20	2	Owned
Excavator	DEERE	135P	23	1	Owned
Excavator	CAT	335	22	2	Owned
Excavator	CAT	315	23	1	Owned
Excavator	CAT	315	24	1	Owned
Excavator	CAT	325F	20	3	Owned
Excavator	CAT	320	22	2	Owned
Excavator	CAT	320GC	22	2	Owned
Excavator	DEERE	210G	22	2	Owned
Excavator	DEERE	210GLC	22	2	Owned
Excavator	CAT	325F	23	1	Owned
Excavator	CAT	326	22	2	Owned
Excavator	DEERE	245G	21	2	Owned
Excavator	DEERE	245G	22	2	Owned
Excavator	DEERE	245P	23	1	Owned
Excavator	JOHN DEERE	245P	23	1	Owned

## Watson Civil Construction Equipment Listing

Description	Equipment_Make	Equipment_Model	Year	Condition	Leased / Owned
Excavator	CAT	335	22	2	Owned
Excavator	TAKEUCHI	TB290	22	1	Leased
Excavator	JCB	131	23	1	Leased
Grader	CAT	140	22	2	Owned
Pump	WMILLER	03" TRASH PUMP	22	1	Owned
Pump	WMILLER	03" TRASH PUMP	22	2	Owned
Pump	WMILLER	03" TRASH PUMP	22	2	Owned
Pump	WACKER	03" TRASH PUMP	22	2	Owned
Pump	PERKINS	W8R	22	1	Owned
Pump	HOLLAND	W12R	20	2	Owned
Pump	HOLLAND	W12R	20	2	Owned
Pump	HOLLAND	W12R	21	3	Owned
Pump	HOLLAND	W12R	21	2	Owned
Pump	HOLLAND	W12R	22	1	Owned
Pump	WMILLER	04" DD	19	2	Owned
Pump	WMILLER	04" DD	22	2	Owned
Pump	WMILLER	4DD-YDTRL-02	23	1	Owned
Pump	WMILLER	4DD-YDTRL-02	23	1	Owned
Compactor Roller Drum	CAT	CS54	19	2	Owned
Compactor Roller Drum	CAT	CS54	19	3	Owned
Compactor Roller Drum	CAT	CS34	18	2	Owned
Compactor Roller Drum	CAT	CS54	19	2	Owned
Compactor Roller Drum	CAT	CS54	19	2	Owned
Compactor Roller Drum	CAT	CS10	21	3	Owned
Compactor Roller Drum	CAT	CS10	22	1	Owned
Compactor Roller Drum	CAT	CS34	23	1	Owned
Compactor Roller Drum	CAT	CS10	22	2	Owned
Compactor Jumping Jack	WACKER	BS-50	20	2	Owned
Compactor Jumping Jack	WACKER	BS-50	16	3	Owned
Compactor Jumping Jack	WACKER	BS-50	16	3	Owned
Compactor Jumping Jack	WACKER	BS-50	17	3	Owned
Compactor Jumping Jack	WACKER	BS-50	17	3	Owned
Compactor Jumping Jack	WACKER	BS-50	18	3	Owned
Compactor Jumping Jack	WACKER	BS-50	18	3	Owned
Compactor Jumping Jack	WACKER	BS-60	18	3	Owned
Compactor Jumping Jack	WACKER	BS-50	18	3	Owned
Compactor Jumping Jack	WACKER	BS-50	18	3	Owned
Compactor Plate Tamp	WACKER	DPU-4545	14	3	Owned
Compactor Plate Tamp	WACKER	DPU-4545	15	3	Owned
Compactor Plate Tamp	WACKER	DPU-4545	15	3	Owned
Compactor Plate Tamp	WACKER	DPU-4545	17	3	Owned
Compactor Plate Tamp	WACKER	DPU-3050	18	3	Owned
Compactor Plate Tamp	WACKER	DPU-3050	18	3	Owned

## Watson Civil Construction Equipment Listing

Description	Equipment_Make	Equipment_Model	Year	Condition	Leased / Owned
Compactor Plate Tamp	WACKER	DPU-3050	18	3	Owned
Compactor Plate Tamp	WACKER	DPU-3050	19	2	Owned
Compactor Plate Tamp	WACKER	DPU-3050	19	2	Owned
Compactor Plate Tamp	WACKER	DPU-3050	18	3	Owned
Compactor Plate Tamp	WACKER	BPU-3750	18	3	Owned
Compactor Plate Tamp	WACKER	DPU-3750	19	2	Owned
Compactor Plate Tamp	WACKER	DPU-3750	19	3	Owned
Compactor Plate Tamp	WACKER	WP-1550AW	18	3	Owned
Compactor Plate Tamp	WACKER	BPU-3750	19	2	Owned
Compactor Plate Tamp	WACKER	DPU-3750	19	2	Owned
Compactor Plate Tamp	WACKER	BPU-3750	19	2	Owned
Compactor Plate Tamp	WACKER	BPU-3750	19	2	Owned
Compactor Plate Tamp	WACKER	DPU-3750	19	2	Owned
Compactor Plate Tamp	WACKER	BPU-3750	19	3	Owned
Compactor Plate Tamp	WACKER	BPU-4045	19	2	Owned
Compactor Plate Tamp	WACKER	BPU-4045	19	2	Owned
Compactor Plate Tamp	WACKER	DPU-4545	19	2	Owned
Compactor Plate Tamp	WACKER	DPU-4545	19	2	Owned
Compactor Plate Tamp	WACKER	DPU-4045	19	2	Owned
Compactor Plate Tamp	WACKER	DPU-4045	19	2	Owned
Compactor Plate Tamp	WACKER	DPU-4545	20	3	Owned
Compactor Plate Tamp	WACKER	BPU-4045	20	2	Owned
Compactor Plate Tamp	WACKER	BPU-4045	21	2	Owned
Compactor Plate Tamp	WACKER	BPU-4045	21	2	Owned
Compactor Plate Tamp	WACKER	BPU-5545	22	1	Owned
Compactor Plate Tamp	WACKER	BPU-5545	22	2	Owned
Compactor Plate Tamp	WACKER	BPU-5545	22	1	Owned
Compactor Plate Tamp	WACKER	BPU-5545	22	1	Owned
Compactor Plate Tamp	WACKER	BPU-5545	22	1	Owned
Compactor Plate Tamp	WACKER	BPU-5545	22	2	Owned
Compactor Plate Tamp	WACKER	VP1550	23	1	Leased
Compactor Plate Tamp	WACKER	4045A	24	1	Owned
Compactor Plate Tamp	WACKER	4045A	24	1	Owned
Compactor Plate Tamp	WACKER	4045A	24	1	Owned
Compactor Plate Tamp	WACKER	4045A	24	1	Owned
Compactor Plate Tamp	WACKER	4045A	24	1	Owned
Compactor Plate Tamp	WACKER	4045A	24	1	Owned
Compactor Plate Tamp	WACKER	3750A	24	1	Owned
Compactor Plate Tamp	WACKER	3750A	24	1	Owned
Compactor Plate Tamp	BOMAG	BPU-4545	22	2	Owned
Compactor Plate Tamp	BOMAG	BPU-4545	22	1	Owned
Compactor Plate Tamp	WACKER	BPS1550AW	22	2	Leased



## Watson Civil Construction Equipment Listing

Description	Equipment_Make	Equipment_Model	Year	Condition	Leased / Owned
Compactor Plate Tamp	MULTIQUIP	MVH-408GH	22	2	Owned
Compactor Plate Tamp	MULTIQUIP	MVH-408GH	22	2	Owned
Compactor Plate Tamp	MULTIQUIP	MVH-308GH	23	1	Owned
Compactor Plate Tamp	MULTIQUIP	MVH-308GH	23	1	Owned
Compactor Roller Drum	VOLVO	SD115	23	1	Leased
Vehicle	GMC	SIERRA 1500	23	1	Owned
Vehicle	CHEVY	COLORADO	22	2	Owned
Vehicle	CHEVY	COLORADO	23	1	Owned
Vehicle	CHEVY	COLORADO	22	2	Owned
Vehicle	CHEVY	COLORADO	23	1	Owned
Vehicle	CHEVY	COLORADO	23	1	Owned
Vehicle	CHEVY	COLORADO	23	1	Owned
Vehicle	GMC	SIERRA 1500	19	2	Owned
Vehicle	CHEVY	COLORADO	20	2	Leased
Vehicle	CHEVY	SILVERADO 1500	20	2	Leased
Vehicle	CHEVY	SILVERADO 1500	20	2	Leased
Vehicle	CHEVY	SILVERADO 1500	20	2	Leased
Vehicle	CHEVY	SILVERADO 1500	21	3	Leased
Vehicle	CHEVY	SILVERADO 1500	21	2	Leased
Vehicle	CHEVY	SILVERADO 1500	21	2	Leased
Vehicle	CHEVY	SILVERADO 1500	21	2	Leased
Vehicle	CHEVY	SILVERADO 1500	21	3	Leased
Vehicle	CHEVY	SILVERADO 1500	21	2	Leased
Vehicle	CHEVY	SILVERADO 1500	21	2	Leased
Vehicle	DODGE	RAM 1500	21	2	Leased
Vehicle	DODGE	RAM 1500	21	2	Leased
Vehicle	CHEVY	COLORADO	21	2	Owned
Vehicle	CHEVY	SILVERADO 1500	21	2	Owned
Vehicle	CHEVY	SILVERADO 1500	21	1	Owned
Vehicle	CHEVY	SILVERADO 1500	21	2	Owned
Vehicle	CHEVY	SILVERADO 1500	21	1	Owned
Vehicle	CHEVY	SILVERADO 1500	22	2	Owned
Vehicle	CHEVY	SILVERADO 1500	21	2	Owned
Vehicle	CHEVY	SILVERADO 1500	22	1	Owned
Vehicle	CHEVY	SILVERADO 1500	22	2	Owned
Vehicle	CHEVY	SILVERADO 1500	21	1	Leased
Vehicle	CHEVY	COLORADO	22	2	Owned
Vehicle	CHEVY	COLORADO	22	1	Owned
Vehicle	CHEVY	SILVERADO 1500	22	1	Owned
Vehicle	CHEVY	SILVERADO 1500	22	1	Owned
Vehicle	CHEVY	SILVERADO 1500	22	1	Owned
Vehicle	CHEVY	SILVERADO 1500	22	1	Owned
Vehicle	CHEVY	SILVERADO 1500	22	1	Owned

## Watson Civil Construction Equipment Listing

Description	Equipment_Make	Equipment_Model	Year	Condition	Leased / Owned
Vehicle	CHEVY	SILVERADO 1500	22	2	Owned
Vehicle	CHEVY	SILVERADO 1500 TB	22	2	Owned
Vehicle	CHEVY	SILVERADO 1500	22	3	Owned
Vehicle	CHEVY	SILVERADO 1500	22	1	Owned
Vehicle	CHEVY	SILVERADO 1500	23	2	Owned
Vehicle	CHEVY	SILVERADO 1500	23	1	Owned
Vehicle	CHEVY	SILVERADO 1500	23	1	Owned
Vehicle	CHEVY	SILVERADO 1500	23	1	Owned
Vehicle	CHEVY	SILVERADO 1500	23	1	Owned
Vehicle	CHEVY	SILVERADO 1500	23	2	Owned
Vehicle	CHEVY	SILVERADO 1500	23	1	Owned
Vehicle	FORD	F150	23	1	Owned
Vehicle	FORD	F150	23	1	Owned
Vehicle	FORD	F150	23	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	FORD	F150	24	1	Owned
Vehicle	CHEVY	SILVERADO 2500	19	2	Owned
Vehicle	CHEVY	SILVERADO 2500	19	2	Owned
Vehicle	CHEVY	SILVERADO 2500	21	2	Leased
Vehicle	CHEVY	SILVERADO 2500	21	2	Leased
Vehicle	CHEVY	SILVERADO 2500	21	2	Leased
Vehicle	CHEVY	SILVERADO 2500	21	3	Leased
Vehicle	CHEVY	SILVERADO 2500	21	3	Leased
Vehicle	CHEVY	SILVERADO 2500	21	2	Leased
Vehicle	CHEVY	SILVERADO 2500	21	2	Leased
Vehicle	CHEVY	SILVERADO 2500	21	1	Leased
Vehicle	CHEVY	SILVERADO 2500	21	3	Leased
Vehicle	DODGE	TRADESMEN 2500	22	1	Owned
Vehicle	DODGE	TRADESMEN 2500	22	2	Owned
Vehicle	DODGE	TRADESMEN 2500	22	2	Owned
Vehicle	DODGE	TRADESMEN 2500	22	1	Owned

## Watson Civil Construction Equipment Listing

Description	Equipment_Make	Equipment_Model	Year	Condition	Leased / Owned
Vehicle	GMC	SIERRA 2500	22	2	Owned
Vehicle	GMC	SIERRA 2500	22	2	Owned
Vehicle	CHEVY	SILVERADO 2500	22	2	Owned
Vehicle	CHEVY	SILVERADO 2500	22	1	Owned
Vehicle	FORD	F350	23	1	Owned
Vehicle	FORD	F350	23	1	Owned
Vehicle	FORD	F250	24	1	Owned
Vehicle	FORD	F250	24	1	Owned
Vehicle	FORD	F250	24	1	Owned
Vehicle	FORD	F250	24	1	Owned
Vehicle	FORD	F250	24	1	Owned
Vehicle	FORD	F250	24	1	Owned
Vehicle	FORD	F250	24	1	Owned
Vehicle	FORD	F250	24	1	Owned
Vehicle	FORD	F250 TB	24	1	Owned
Vehicle	RAM	2500	23	1	Owned
Truck DOT - KDubb	KENWORTH	W900	19	3	Owned
Truck DOT - Crazy Pete	PETERBILT	389	20	2	Owned
Truck DOT - The Boss	PETERBILT	389	20	3	Owned
Truck DOT - Lonely Star	WESTERN STAR	4900EX	16	3	Owned
Truck DOT - Snow White	PETERBILT	389	22	2	Owned
Truck DOT - Daydreamer	PETERBILT	389	23	2	Owned
Truck DOT - Underestimated	PETERBILT	389	23	2	Owned
Truck DOT - The Ghost	KENWORTH	W990	24	1	Owned
Truck DOT - Roley	PETERBILT	567	23	1	Owned
Truck DOT - Outkast	KENWORTH	W990	25	1	Owned
Truck DOT - Lucky 13	KENWORTH	W990	25	1	Owned
Truck DOT - Dixie	KENWORTH	W900	18	3	Owned
Truck DOT - Big Bertha	VOLVO	VHD64B	19	2	Owned
Truck Dump On-Rd	CHEVY	SILVERADO 5500	23	1	Owned
Truck Dump On-Rd	CHEVY	SILVERADO 6500	22	2	Owned
Water Truck	PETERBILT	2000 GALLON	18	2	Owned
Water Truck	PETERBILT	2000 GALLON	18	3	Owned
Water Truck	PETERBILT	2000 GALLON	18	3	Owned
Water Truck	PETERBILT	2500 GALLON	19	2	Owned
Water Truck	CURRY	2500 GALLON	23	1	Owned
Vehicle	FORD	F150	19	2	Leased
Trailer Flatbed	BIG TEX	14-OA	15	3	Owned
Trailer Storage	ARISING	7X16X6	16	3	Owned
Trailer Storage	ARISING	7X16X6	17	3	Owned
Trailer Storage	ARISING	7X16X6	17	3	Owned
Trailer Storage	ARISING	7X16X6	17	3	Owned
Trailer Storage	PEACH	7X14TA	18	3	Owned

## Watson Civil Construction Equipment Listing

Description	Equipment Make	Equipment Model	Year	Condition	Leased / Owned
Trailer Storage	CONTINENTAL	6X10	18	2	Owned
Trailer Flatbed	BIG TEX	70TV	19	2	Owned
Trailer Flatbed	ETNYRE	LOWBOY24'	19	2	Owned
Trailer Flatbed	FONTAINE	MAG55LP	19	2	Owned
Trailer Flatbed	FONTAINE	MAG55LP	20	2	Owned
Trailer Flatbed	NITRO	STINGER	19	2	Owned
Trailer Flatbed	GLOBE	GTBN553-53-26-H	20	2	Owned
Trailer Flatbed	TRIPLE CROWN	7X20	18	3	Owned
Trailer Flatbed	LANDOLL	317 TRAVEL AXLE	12	3	Owned
Trailer Flatbed	BIG TEX	14OT-24	22	2	Owned
Trailer Flatbed	GLOBE	GTTU253-35-24	21	2	Owned
Trailer Flatbed	LANDOLL	930E	19	2	Owned
Trailer Flatbed	FONTAINE	MAG55LP	23	1	Owned
Trailer Flatbed	GLOBE	GTFJ402-53-43	23	1	Owned
Trailer Flatbed	NITRO	STINGER	21	2	Owned
Trailer Flatbed	CALIBER	U83	22	2	Owned
Trailer Flatbed	FONTAINE	LOWBOY 26'	14	3	Owned
Trailer Storage	S GA CARGO	7X14	23	1	Owned
Trailer Storage	MOBILE TRL	8X20X8.6	23	1	Owned
Trailer Storage	CARRY-ON TRAILER	5.5X10	23	1	Owned
Trailer Flatbed	FONTAINE	MAG55LP	24	1	Owned
Trailer Storage	BIG TEX	14-OA	24	1	Owned
Trailer Flatbed	GLOBE	GTBN513-53-26	24	1	Owned
Trailer Storage	NGTL	7X14	23	1	Owned
Trailer Flatbed	LINX	EQ07018TS	24	1	Owned
Trailer Flatbed	BIG TEX	14-OA	24	1	Owned
Truck Dump On-Rd	FREIGHTLINER	LW5/6	23	1	Leased
Water Truck	FREIGHTLINER	M2	23	1	Leased
Sweeper	LAYMOR	SM300	19	3	Owned
Sweeper	LAYMOR	SM300	19	2	Owned
Sweeper	LAYMOR	SM300	19	2	Owned
Sweeper	LAYMOR	SM300	20	2	Owned
Sweeper	LAYMOR	SM300	21	2	Owned
Sweeper	LAYMOR	SM300	23	1	Owned
Sweeper	LAYMOR	SM300	22	1	Owned
Sweeper	LAYMOR	SM300	24	1	Owned
Sweeper	LAYMOR	SM300	23	1	Owned
Backhoe Loader	CAT	420	23	1	Owned
Utility Light Plant	ALLMAND BROS	PROII	20	2	Owned
Utility Light Plant	ALLMAND BROS	PROII	20	2	Owned
Utility Light Plant	ALLMAND BROS	PROII	20	2	Owned
Utility Light Plant	ALLMAND BROS	PROII	20	2	Owned

## CF-9

## LICENSE / CERTIFICATION LIST / FDOT WORK CLASS PRE-QUALIFICATIONS LIST

In the space below, the Bidder shall list all **current** licenses and certifications held, and FDOT Pre-qualification Letters for required FDOT Work Classes.

*The bidder shall attach a copy of each current license, certifications, and/or FDOT pre-qualification letters listed below to this form.*

Bidder must be prequalified or certified by Florida Department of Transportation (FDOT) for the following categories listed under Rule 14-22.003(3), Florida Administrative Code: Minor Bridges, Pavement Marking, Portland Cement Concrete Roadway Paving. Contractor shall provide to the City within their bid package an updated/current FDOT Certificate of Qualification.

License(s)/Certificate(s)/ Pre-Qualifications	License #	Issuing Agency	Expiration Date
State of Florida Business License	P14000038801	Florida Department of State	
Certified General Contractor (CGC)	CGC1513429	State of Florida Department of Business and Professional Regulation	8/31/2026
Certified Underground Utility and Excavation Contractor (CUC)	CUC1224569	State of Florida Department of Business and Professional Regulation	8/31/2026
FDOT Pre-Qualification – Minor Bridges	Watson Civil Construction, Inc.	Florida Department of Transportation	6/30/2025
FDOT Pre-Qualification – Pavement Marking	McShea Contracting, LLC	Florida Dept of Transportation	6/30/2025
FDOT Pre-Qualification – Portland Cement Roadway Paving	Watson Civil Construction, Inc.	Florida Department of Transportation	6/30/2025

Listing of Prequalified Contractors

Contractor with Name MCSHEA CONTRACTING, LLC  
1-1 of 1 contractors

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
MCSHEA CONTRACTING, LLC F264642586001 EXPIRES: 6/30/2025	508 OWEN AVE. NORTH LEHIGH ACRES, FL 33971 (239)368-5200	508 OWEN AVE. NORTH LEHIGH ACRES, FL 33971 (239)368-5200
<b>WORK CLASSES</b>		
PAVEMENT MARKING		
ROADWAY SIGNING		

## CF-10

QUALIFICATIONS AND REFERENCES

The Bidder (Company) shall have been in **COMMERCIAL CONSTRUCTION BUSINESS WITH EXPERIENCE** in projects involving Road Rehabilitation. Bidder shall demonstrate successful completion of a minimum of three (3) projects (within the past ten (10) years) references of projects of similar size and scope.

1. Business/Customer Name: Florida Department of Transportation (T7438)

Name of Contact Person/Title: Cleo Babb - Construction Project Manager

Telephone# 813-520-9794 E-mail cleo.babb@dot.state.fl.us

Address 16411 Spring Hill Drive, Brooksville, Florida 34604

Phone Number 813-520-9794

Duration of Contract or business relationship 31 months

Type of Services Provided Widening, milling and resurfacing, shoulder treatment, base work, drainage improvements, curb & gutter, guardrail, shared path, signing & marking, and signalization.

Contract Period: FROM 3/12/21 TO 10/19/23

Contract Price \$ 16.7 Million Contract Price at Completion of the Project \$ 18 Million

2. Business/Customer Name: Florida Department of Transportation (T7424)

Name of Contact Person/Title: Bob Weimer

Telephone# 321-299-2349 E-mail robert@jbseng.com


Address 1655 East Highway 50, Suite 203, Clermont, Florida 34711

Phone Number 321-299-2349

Duration of Contract or business relationship 31 months

Type of Services Provided Construct 4 lanes on a new alignment that includes an 11-foot multi-use path that will connect to the Suncoast train and accomodate widening to 3 lanes in each direction in the future.

Date: 9/25/19 to 4/12/22 Contract Price \$20 Million Contract Price at Completion of the Project \$19.5 Million

Signed (Person authorized to bind the company): 

Name (printed): Aaron Keen Title: Officer

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

3. Business/Customer Name: Florida Department of Transportation (T7380)Name of Contact Person/Title: Ghada MaghrebiTelephone# 813-612-3315 E-mail Ghada.Maghrebi@dot.state.fl.usAddress 2822 Leslie Road, Tampa, Florida 33619Contract Period: FROM 4/1/19 TO 12/3/21Contract Price \$ 50 Million Contract Price at Completion of the Project \$ 48,960,013.00Phone Number 813-612-3315Duration of Contract or business relationship 32 monthsWidening of reconstruction of 4 miles of roadway with extensive drainage and utility  
Type of Services Provided relocations along with bridge and culvert box.Contract Period: FROM 4/1/19 TO 12/3/21Contract Price \$ 50 Million Contract Price at Completion of the Project \$ 48,960,013.004. Business/Customer Name: Florida Department of TransportationName of Contact Person/Title: Daniel Ross, P.E.Telephone# 904-733-1478 Fax \_\_\_\_\_ E-mail dross@eismanrusso.comAddress 6455 Powers Avenue, Jacksonville, Florida 34711Phone Number 904-733-1478Duration of Contract or business relationship 25 months ADType of Services Provided Adding lanes, reconstruction, storm sewer and utilities.Contract Period: FROM 11/12/18 TO 12/21/20Contract Price \$ 20,022,781.78 Contract Price at Completion of the Project \$ 19,509,440.63

Signed (Person authorized to bind the company):

Name (printed): Aaron KeenTitle: Officer

(THIS PAGE MUST BE COMPLETED AND SUBMITTED)



## CF-11

## CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes ☐ No ☒ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: Not Applicable Name (s) of the attorneys representing all parties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount actually recovered, if any: Not Applicable

Name(s) of the project owner(s)/manager(s) to include address and phone number:

Not Applicable  
\_\_\_\_\_  
\_\_\_\_\_

2. List all pending litigation and or arbitration. Not Applicable

\_\_\_\_\_  
\_\_\_\_\_

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

Not Applicable  
\_\_\_\_\_  
\_\_\_\_\_

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

Not Applicable  
\_\_\_\_\_  
\_\_\_\_\_

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes \_\_\_\_\_ No ☒ If yes, please explain in detail:

\_\_\_\_\_  
\_\_\_\_\_

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes No If no, please explain why?

Not Applicable

7. List the status of all pending claims currently filed against your company:

Not Applicable

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No X If yes, please explain in detail:  
(Use additional or supplemental pages as needed)

**BIDDER STATEMENT:**

We understand the requirements requested and agree to fully comply with each of the items identified IN **City Forms, Attachments and Exhibits.**

Date: 12/4/2024

Signed (Person authorized to bind the company):



Name (printed): Aaron Keen

Title: Officer

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

CF-12


## AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

**Instructions:** This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the City of North Port.

The undersigned, on behalf of Watson Civil Construction, Inc. ("Entity"), verifies the following:

- A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the City of North Port ("City") from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:
- "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
  - "Labor" means work of economic or financial value.
  - "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).
- C. I understand that this affidavit applies to any City contract executed, renewed, or extended for the duration of the contract; and the Entity must execute and submit this affidavit at least annually in the vendor registration and renewal process.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

Authorized Signature: 

Date: 12/4/2024

Printed Name: Aaron Keen

Title: Officer

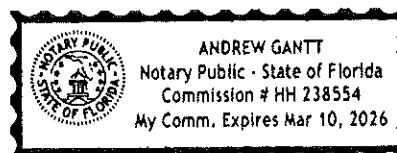
STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4 day of December, 2024, by Aaron Keen, as Officer of Watson Civil Construction, Inc., the Entity, and is ☒ personally known to me or ☐ produced identification. Type of Identification produced \_\_\_\_\_.

Signature of Notary Public

 Andrew Gantt



Name of Notary Typed, Printed or Stamped

My Commission Expires: 3/10/2026

## CF-13

## AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

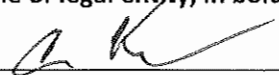
1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity.
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either
  1. not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

**ENTITY**

**WATSON CIVIL CONSTRUCTION, INC.**

[name of legal entity, in bold ALLCAPS]

  
[signature]

Aaron Keen, Officer

[name and title]

12/4/2024

[Date]

## CF-14

## PROJECT INSURANCE REQUIREMENTS

GENERAL INSURANCEA. Insurance.

(1) Before performing any work pursuant to this Contract, the Contractor must procure and maintain, during the life of this Contract, the insurance listed below against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Contract work, 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 State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. 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. The insurance policies must remain in place until all of the Contractor's and subcontractor(s)' obligations and warranty periods in place pursuant to this Contract have been discharged or satisfied.

(2) 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 are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done pursuant to this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase additional insurance as it may determine necessary. The extent of Contractor's liability for indemnity of the City must 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.

B. Workers' Compensation and Employers' Liability Insurance. Coverage pursuant to Florida Statutes, Chapter 440 must apply to 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 insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

C. Comprehensive Commercial General Liability Insurance. 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 must be twice the required occurrence limit. (ISO Form CG 00 01).

The policy must include General Liability with a limit of \$6,000,000 for General Aggregate; \$2,000,000 for each occurrence; \$6,000,000 for Products and Completed Operations; \$100,000 for damage to rented premises; and \$100,000 for Fire Damage. Proof of insurance must be filed by the Contractor with the City within **ten (10) calendar days** after the Effective Date of this Contract.

When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the State of Florida Department of Transportation as Additional Insured on the Commercial General Liability policy/ies procured above.

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) calendar days** after the Effective Date of this Contract.

E. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through 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 arise 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, except for Workers' Compensation and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, **and must name the State of Florida Department of Transportation, 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 may be accepted for professional liability, hazardous materials and such other risks as are authorized by the City's Purchasing Division. All Claims Made Policies contributing to the satisfaction of the insurance requirements 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's Purchasing Division of any occurrence 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 Contractor is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether 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.
- (6) All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract. All required certificates of insurance 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 Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the 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 Division before the Contractor commences or continues work. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract.
- (7) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed pursuant to this Contract must be provided to Contractor's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Contractor.

**The Bidder shall comply with the above provisions and agrees to include the above referenced insurance requirements in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this agreement:**

Date: 12/4/2024

Signed (Person authorized to bind the company): 

Name (printed): Aaron Keen Title: Officer

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**CITY ATTACHMENTS**

**BIDDER MUST COMPLETE AND SUBMIT ALL FORMS TO BE DEEMED RESPONSIVE: EXECUTE & NOTARIZE**

- A-5:** Certification Regarding Lobbying
- A-6:** Non-Collusive Affidavit
- A-7:** Conflict of Interest Form
- A-8:** Public Entity Crime Information
- A-9:** Drug-Free Workplace Form
- A-10:** The Florida Trench Safety Act
- A-11:** Scrutinized Company Certification Form
- A-12:** Vendor's Certification For E-Verify System
- A-13:** Performance and Payment Bond Terms (attached for use after award)
- A-14:** Performance and Payment Bond Form (attached for use after award)
- A-15:** Debarment Form
- A-18:** Termination for Convenience
- A-19:** Inspector General Cooperation



A-5CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Representative

Aaron Keen  
\_\_\_\_\_  
Name

Officer  
\_\_\_\_\_  
Title

12/4/2024  
\_\_\_\_\_  
Date

A-6

NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared: Aaron Keen  
who, being first duly sworn, deposes and says that:

1. Affiant is the Officer Watson Civil Construction, Inc. [Insert Owner, Partner, Officer, Representative or Agent] of Watson Civil Construction, Inc., [insert name of Contractor] the Respondent that has submitted the attached reply;
2. Affiant 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 on December 4, 2024.

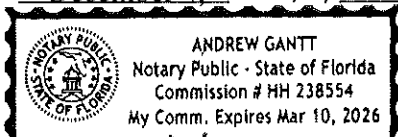
Aaron Keen  
Signature  
Aaron Keen  
Printed Name  
Officer  
Title

SWORN ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of X physical presence or      online notarization, this      day of December 4, 2024, by Aaron Keen.



Andrew Gantt  
Notary Public

Personally Known X OR Produced Identification       
Type of Identification Produced

A-7CONFLICT OF INTEREST FORM

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. [Select and complete all that apply]:

- ☐ I am an employee, public officer, or advisory board member of the City.  
Identify the position and/or board: \_\_\_\_\_
- ☐ I am the spouse or child of an employee, public officer, or advisory board member of the City.  
Identify the name of the spouse or child: \_\_\_\_\_
- ☐ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "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 Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.  
Identify the name of the person and the entity \_\_\_\_\_
- ☐ Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.  
Identify the name of the employee, public officer, or advisory board member \_\_\_\_\_
- ☒ None of the Above

PART II: Will you 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 will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.



\_\_\_\_\_  
Signature of Person Authorized to Bind the Contractor

Aaron Keen

\_\_\_\_\_  
Printed Name

Officer

\_\_\_\_\_  
Title

12/4/2024

\_\_\_\_\_  
Date

A-8

## Attachment

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, Aaron Keen, being an authorized representative of the Contractor,  
have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: 904-297-1800 Fax #: 904-297-1801

Federal ID #: 46-5639198 Email: estimating@watsoncivil.com

[Signature]  
Signature of Contractor's Authorized Representative

Aaron Keen, Officer  
Name and Title of Contractor's Authorized Representative

12/4/2024  
Date

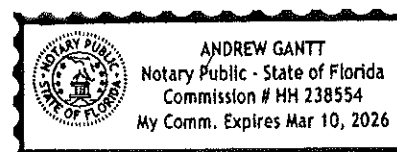
SWORN ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_\_\_ online notarization, this \_\_\_\_\_ day of December 4 2024, by Aaron Keen.

[Signature]  
Notary Public – State of Florida

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**A-9**  
**DRUG FREE WORKPLACE FORM**


The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,  
Watson Civil Construction, Inc. (Company Name):

1. Publishes 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. Informs 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. Gives 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), notifies 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. Imposes 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. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

**Check one:**

  X   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

Aaron Keen  
\_\_\_\_\_  
Printed Name

Title Officer  
\_\_\_\_\_

Date 12/4/2024  
\_\_\_\_\_

A-10SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

1. This Sworn Statement is submitted with Contract No. 2024-22 for the construction of 2023 Water Distribution and Bridge Water Main Replacement.
2. This Sworn Statement is submitted by Watson Civil Construction, Inc. ("Contractor") whose business address is 319 W. Town Place, Suite 25, St. Augustine, Florida 32092 and (if applicable) its Federal Employer Identification Number (FEIN) is 46-5639198.
3. 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.
4. 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.
5. The Contractor has appropriated \$ 6.00 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: Osha safe slopes and trench box
6. The Contractor has appropriated \$ 40.00 per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures: Osha safe slopes and trench box
7. The undersigned, in signing this Sworn Statement, 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) the Contractor will utilize on this Project.

*[Signature]*

Signature

Aaron Keen

Name

Officer

Title

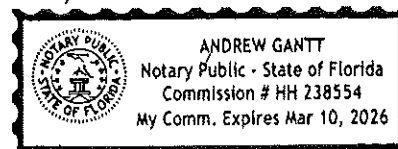
SWORN ACKNOWLEDGEMENT

STATE OF Florida  
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 4 day of December 2024 by Aaron Keen (name), as Officer (title) for Watson Civil Construction, Inc. (entity).

☒ Personally Known OR ☐ Produced Identification  
Type of Identification Produced \_\_\_\_\_

*[Signature]*  
Notary Public



**A-11****SCRUTINIZED COMPANY CERTIFICATION FORM**

Contractor Name: Watson Civil Construction, Inc.  
 Authorized Representative Name and Title: Aaron Keen, Officer  
 Address: 319 W. Town Place, Suite 25 City: St. Augustine State: FL ZIP: 32092  
 Phone Number: 904-297-1800 Email Address: estimating@watsoncivil.com

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 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:

  
 Signature of Contractor's Authorized Representative

Aaron Keen

Name

Officer

Title

12/4/2024

Date

A-12VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
  - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
  - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.
7. Vendor understands that pursuant to Florida Statutes, section 448.095, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the Vendor named in this certification to civil penalties, attorney's fees and costs.

VENDOR: Watson Civil Construction, Inc. (Vendor's Company Name)

Certified By:   
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: Aaron Keen, Officer

Date Certified: 12/4/2024



**A-13****PERFORMANCE AND PAYMENT BOND REQUIREMENTS****A. Security.**

- (1) The Contractor must provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days** of executing this Contract. Failure by the Contractor to provide the bond within **ten (10) business days** constitutes a default. Pursuant to Section 2-404 of the Code of City of North Port, Florida, upon 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. The default is only curable at the option of the City.
- (2) In addition, the Contractor is responsible and bears all cost associated with recording the Performance and Payment Bond with the Sarasota County Clerk's Office. The Contractor must furnish the receipt of the recording and certified copy of the recorded bond to the Purchasing Division 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 price, the costs of which are to be paid by the Contractor. The bond must 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 the Contract price.

**C. Substitute Bond Required.** 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 this Contract, 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. Surety Acceptance of Terms.** By execution of the bond, the Surety Company acknowledges that it has read the surety qualifications and surety obligations imposed by this Contract and satisfies all conditions.

**A-14****PERFORMANCE AND PAYMENT BOND***In compliance with F.S. Section 255.05(10) and Code of the City of North Port Sec. 2-414*

<b>BOND NO.:</b>	
<b>BOND AMOUNT:</b>	<u>\$79,283,010.35</u>
<b>CONTRACTOR NAME:</b>	<u>Watson Civil Construction, Inc.</u>
<b>PRINCIPAL ADDRESS:</b>	<u>319 West Town Place, Suite 25</u>
	<u>St. Augustine, FL 32092</u>
<b>PRINCIPAL PHONE NO.:</b>	<u>904-289-2536</u>
<b>SURETY COMPANY NAME:</b>	<u></u>
<b>SURETY AGENT:</b>	<u></u>
<b>PRINCIPAL ADDRESS:</b>	<u></u>
<b>PRINCIPAL PHONE NO.:</b>	<u></u>
<b>CITY NAME:</b>	<u>City of North Port, Florida</u>
<b>PRINCIPAL ADDRESS:</b>	<u>4970 City Hall Boulevard</u>
	<u>North Port, Florida 34286</u>
<b>CITY CONTACT PHONE NO.:</b>	<u>(941) 429-7000</u>
<b>CONTRACT NO.: (if applicable)</b>	<u>2024-28</u>
<b>PROJECT ADDRESS:</b>	<u>Price Boulevard</u>
<b>(if applicable)</b>	<u>North Port, Florida 34286</u>
<b>DESCRIPTION OF PROJECT:</b>	<u>Price Boulevard Widening – Phase I</u>
<b>(if applicable)</b>	<u></u>
	<u></u>
	<u></u>
	<u></u>
<b>DESCRIPTION OF IMPROVEMENT:</b>	<u>Widening and reconstruction of Price Boulevard between</u>
	<u>Sumter Boulevard and Toledo Blade Boulevard to a five-lane</u>
	<u>section, including the construction of two, 10-foot-wide</u>
	<u>shared-use paths on either side of the road, the</u>
	<u>construction of a closed drainage system, the replacement</u>
	<u>of four fixed-weir water control structures, and the</u>
	<u>replacement of force mains and water mains along the</u>
	<u>Project corridor as described and detailed in Contract No.</u>
	<u>2025-28.</u>

By this Bond, we, \_\_\_\_\_, as Principal ("Contractor") and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_, as Surety ("Surety") are held firmly bound unto the City of North Port, Florida, as Oblige ("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 for the **DESCRIPTION** 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 as follows:

**CONTRACTOR**  
**WATSON CIVIL CONSTRUCTION, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

(SEAL)

**SURETY**

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

(SEAL)

\_\_\_\_\_

Date

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.: \_\_\_\_\_

A-15CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Contractor certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of North Port.

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of North Port. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of North Port, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Watson Civil Construction, Inc.  
Company Name (Contractor)

46-5639198  
Tax ID Number

Aaron Keen  
Authorized Representative Name

  
Authorized Representative Signature

46-5639198  
Federal Issued Tax  
Identification Number  
(If Social Security number DO NOT enter)

ZMSAXATRF8L9  
CAGE Code issued through www.sam.gov  
DATE: 12/4/2024


**A-19**

**INSPECTOR GENERAL COOPERATION**

The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**The Bidder shall comply with the above provision and agrees to include the above referenced clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this agreement:**

Date: 12/4/2024

Signed (Person authorized to bind the company): 

Name (printed): Aaron Keen Title: Officer

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



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)



SEPTEMBER 24, 2024  
ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2024-28 PRICE BOULEVARD WIDENING – PHASE I/FDOT FPN 453215-1-54-01

DUE DATE: BID OPENING: NOVEMBER 4, 2024, AT 2:00 PM

4970 CITY HALL BOULEVARD, ROOM 337A, NORTH PORT, FLORIDA 34286

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

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 ~~strike throughs~~ 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      MANDATORY PRE-BID MEETING RESCHEDULED TO: OCTOBER 2, 2024 @11:00 AM.  
4970 CITY HALL BOULEVARD, CONFERENCE ROOM 244, (2ND Floor) NORTH PORT,  
FLORIDA 34286.**

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.

Alia V. Skipper  
Alia V. Skipper, CPPB  
Senior Contract Administrator  
Finance Department/Purchasing Division  
4970 City Hall Blvd.  
North Port, Florida 34286  
Tel: 941.429.7172  
Fax: 941.429.7173  
E-mail: [askipper@northportfl.gov](mailto:askipper@northportfl.gov)

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



City of North Port  
FINANCE DEPARTMENT/PURCHASING DIVISION  
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)



OCTOBER 28, 2024  
ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: RFB NO. RFB NO. 2024-28 PRICE BOULEVARD WIDENING – PHASE I/FDOT FPN 453215-1-54-01

**RESCHEDULED BID OPENING: ~~NOVEMBER~~ DECEMBER 4, 2024, AT 2:00 PM in ROOM 244**

***\*\*ALL BIDS ARE DATE AND TIME STAMPED AT THE CUSTOMER CARE CALL CENTER, 1<sup>ST</sup> FLOOR, CITY HALL, FIRST, AND THEN ARE OPENED IN ROOM 244, 2<sup>ND</sup> FLOOR AT CITY HALL. \*\****

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.

**SECTION I:**

ITEM #1 RESCHEDULED BID OPENING TO: DECEMBER 4, 2024, AT 2:00PM.  
City Hall, 2<sup>nd</sup> Floor, Room 244

ITEM #2: RESCHEDULED BID SUBMITTAL LOCATION:  
Deliver To:

City of North Port – City Hall  
Customer Care Call Center (Front Desk)  
Alla V. Skipper, CPPB, Senior Contract Administrator  
4970 City Hall, 1st Floor Lobby  
North Port, Florida 34286

***\*\*ALL BIDS ARE DATE AND TIME STAMPED AT THE CUSTOMER CARE CALL CENTER (A/K/A FRONT DESK), 1<sup>ST</sup> FLOOR, AT CITY HALL, FIRST, AND THEN ARE OPENED IN ROOM 244, 2<sup>ND</sup> FLOOR AT CITY HALL. \*\****

ITEM #3 LAST DAY FOR QUESTIONS RESCHEDULED TO NOVEMBER 4, 2024.

**SECTION II: QUESTIONS/ANSWERS:**

1Q: Are there CAD files available for this project?

1A: Yes, CAD files are available.

2Q: In reference to SP-31, can a drone be used to film existing conditions?

2A: This will be acceptable as long as the drone can capture all existing conditions located in the project limits. Poor resolution or pixelation when zooming into see the project will be rejected.

Addendum #2  
RFB 2024-28



- 3Q: In reference to SP-51, can FDOT Prequalification for "Utilities" satisfy the Certified Underground Contractor requirement if the contractor can demonstrate completion of projects with a similar scope and magnitude?
- 3A: **The contractor performing the work on the utilities portion of the project shall be a Certified Underground or General Contractor. Demonstration of completion of similar scope project(s) is required.**
- 4Q: Please provide the FED Color # for the following item: 350-2 Colored Concrete
- 4A: **The concrete color requirements are identified by the Roadway Plans, Typical Sections under the Concrete Pavement notes. Note that Scofield is misspelled "Scofiled" and has been corrected.**
- 5Q: Please include a pay item for the following: Spec 580 - Landscaping/Irrigation
- 5A: **Landscaping and Irrigation has been added to the revised tabulation form.**
- 6Q: Please provide Appendix A-D referenced on page 22 of the Price Boulevard Specifications Package.
- 6A: **See Exhibits 4a thru 4d. Permits.pdf for Appendix A, Permits; Appendices B-D have been provided. Appendix B - Utility Work Schedules (note, the City is still awaiting a schedule from FPL Underground); Appendix C - NPPD annual contract and hourly rates and application forms; Appendix D - Temporary Mail Center Plan.**
- 7Q: What is the existing paint color # required for the following residence: 1028 N Salford Blvd
- 7A: **The paint color number isn't known. It will be necessary for the Contractor to have a paint store match the color. Alternatively, the property owner may be able to provide that information.**
- 8Q: Please provide the DEP permits for the utility work.
- 8A: **Permits are provided.**
- 9Q: The City's project website states the construction cost estimate is approximately \$60,000,000. Is there an updated estimate?
- 9A: **Engineer's updated estimate is \$75,039,087.41 is provided and includes the plan and quantity revisions made in this addendum. This estimate includes a 5% contingency for unforeseen adjustments during construction and not guaranteed to the contractor.**
- 10Q: Does the City plan on providing a KMZ?
- 10A: **No, a most recent KMZ file is not available. CADD files are being provided, however.**
- 11Q: Has a CEI group been selected for this project? If yes, please provide a name.
- 11A: **Yes, AECOM will be the CEI group for this project.**
- 12Q: Provide appendix D for the temporary mail center.
- 12A: **See question 6 above.**
- 13Q: Provide plans and specs for the East/West/Central Mail Centers.
- 13A: **See question 6 above.**
- 14 Q: In the process of removing the metal pedestrian bridge and transporting it to the City's approved location, what are the contractor's responsibilities if the bridge is damaged during removal or transit?
- 14A: **The Contractor shall take due care in transporting the bridge. However, if the bridge is damaged through no fault to the Contractor, they will not be liable for damages. The Contractor should inspect the bridge prior to removal to document the existing condition.**
- 15Q: Is the contractor liable for any repair or replacement costs in such an event?
- 15A: **See answer to 14.**

16Q: Temporary Control Plans phase IA Sheet No 498 (Matchline STA 125+00 to 130+60) and 499 (Matchline STA 136+20 to 141+80) It is missing a page from 130+60 to 136+20 in S. Cranberry Blvd intersection that is included in other phases

**16A: This sheet will be added to the set.**

17Q: What is the overtime rate for the City Inspector and possible anticipated overhead costs should weekend and night work be required?

**17A: The Contractor will not be charged overtime fees for Inspectors.**

18Q: Will City please provide designated field office location, and POC's for electric, water, sewer, telephone (2 lines), and high speed or broadband internet services?

**18A: No location is designated. It is the contractor's responsibility to find a location meeting the specifications. Once site is identified, contractor is responsible for coordinating with utility companies that service the location.**

19Q: Will City please provide two pay items for temporary traffic signals, and second item for temporary signal maintenance?

**19A: No, per the Temporary Traffic Control Plans General Notes, note 16: payment is to be included in the lump sum Maintenance of Traffic pay item.**

20Q: Will City please provide preliminary schedule for the project?

**20A: Bid opening currently scheduled for November 4<sup>th</sup>. Construction contract approval would be anticipated in February or March of 2025. Construction is anticipated to be completed within 913 calendar days per SP-07.**

21Q: Pay item 0102 71 15 Temporary Barrier F&I Anchored and 0102 71 25 Temporary Barrier, Relocate, Anchored shows 2,400 LF and 23,700 LF quantity respectively. Could you clarify where this Barrier is located?

**21A: There is temporary barrier shown for the special detours and during phase IVB for active work zone limits.**

22Q: Phase IVB typical section shows temporary low-profile barrier (Both sides) to be used in the active work zone, but the drawings in this phase don't show any. Instead, channelized devices (Both sides) are placed. Could you clarify?

**22A: The low-profile barrier is to be utilized in active work zones. The drawings show the phase in general. The active work zone would occur anywhere within the limits.**

23Q: Can a firm with a CGC license but without a CUC license serve as prime contractor?

**23A: Yes. If a subcontractor is doing the utility work, they also must hold either a CGC or CUC license.**

24Q: If no, can a firm with a CGC license but without a CUC license serve as prime contractor if the prime contractor subcontracts the work on continuation of utility lines from mains to buildings to a firm with a CUC license?

**24A: See answer to 23.**

24Q: Will the City please provide existing roadway asphalt and base core reports?

**24A: An asphalt and base core report is not available.**

25Q: The plans do not provide an Optional Material Tabulation for the pipe. Will plastic pipe be allowed to be installed in lieu of RCP?

**25A: Per the Pay Item Notes, "0430 \* EXCLUDING 430 175 115 - ALL PIPE CULVERTS SHALL BE RCP CLASS II ONLY".**

26Q: Will the City please confirm whether the existing weir at Creighton Waterway is to be removed or remain in place, also provide as-builts?

**26A: The weir at Creighton Waterway is to be replaced per the Contract Plans.**

27Q: Please specify what type and size of drainage crossing there is at each of the four (4) locations of the new proposed Box Culverts (Bridges)

**27A: As-built plans for the existing cross drains have been provided with this addendum. For general information refer to the notes on the plan sheets.**

**28Q: Refer to sheet 60 (Roadway Plan 25) at Box Culvert location (Sta. 196+00) there is a call out for 6" DIP, is this Proposed or Existing? If proposed, please clarify and provide detail for limits and outfall.**

**28A: It is existing.**

**29Q: Will the City please verify that all ROW acquisitions have been secured for this project?**

**29A: All ROW has been secured. There are numerous TCEs called for and not all of these have been secured as of this time.**

**30Q: Pay Item 455-133-2 Sheet Piling Steel, Temp Critical shows a total quantity of 14,185 SF in the Summary of Pay Items. However, in the Summary of Quantities, this Pay Item is showing 28,800 SF. Can the City please clarify and rectify this discrepancy?**

**30A: The 14,185 quantity has been updated to 15,982 per revised calculations. The reference to 28,800 isn't understood.**

**31Q: Can the City please provide the design for the Temp Critical Sheet Piles?**

**31A: Yes, these are included in the calculation package. These are provided with this addendum.**

**32Q: Can the City please provide the Design/Section Properties for the Horizontal Temp Critical Sheet Piles?**

**32Q: The section properties are provided by the Contract Plans, Temporary Sheet Pile Walls (1 of 6). Refer to the 3 "Required" columns.**

**33Q: Can the City please provide the required Top & Bottom Elevations of the Horizontal Sheet piles?**

**33A: Please refer to structural calculations.**

**34Q: Can the City please clarify if the Proposed Weir Walls are expected to be built in the wet?**

**34A: The means and methods of construction is up to the Contractor. The City does not have an expectation.**

**35Q: Will the City allow the respective Canals to be blocked off to install Weir Walls in the dry?**

**35A: This will be allowed so long as bypass pumping is provided and not more than one canal is blocked off at a time.**

**36Q: Will the City allow the Powerlines running along Price Blvd to be de-energized?**

**36A: This will need to be coordinated with FPL. Properties along Price Boulevard should not experience any disruptions to power service.**

**37Q: Please provide the addresses with septic tank drain fields within the Temporary Construction Easement that could be impacted by heavy equipment/temp fill placement. Also, do any of these extend into the newly acquired ROW?**

**37A: All residential properties along Price Boulevard have septic tanks and drain fields. All permanent construction falls within existing ROW, however there are fill slopes on proposed temporary construction easements. Due care shall be exercised when placing fill on private property.**

**38Q: Can the City provide quantities and locations for water main Sample Points?**

**38A: Sample points will be located where the air release valves are noted on the plans.**

**39Q: Can the City identify where the (110 LF) 16" HDPE Water Main directional bore is to be located?**

**39A: The 110 LF of 16" HDPE water Main directional bore has been removed from the bid tab.**

40Q: Can the City clarify on how the Existing 16" Water Main Removal & Disposal is to be paid?

**40A: The existing 16" water main removal and disposal will be paid for under Pay Item Number 2.16.**

41Q: Refer to Utilities Plan Sheet PP-7, it shows existing 16" WM to be replaced. Can the city identify the limits for this ex. 16" WM removal and disposal?

**41A: Sheet No. G-2 shows the overall watermain improvements.**

42Q: Refer to Utilities Plan Sheet PP-21, it shows that proposed 6" WM lines are to be deflected under proposed 30" FM. Can the city confirm if the proposed 6" WM should be DIP instead of PVC?

**42A: Where 36-inch minimum cover and 3-foot minimum separation are not able to be achieved, ductile iron pipe shall be used.**

43Q: Refer to Utilities Plan Sheet PP-24, it shows that proposed 6" WM line is to be deflected over proposed 30" FM. Can the city confirm if the proposed 6" WM should be DIP instead of PVC due to shallower cover? This question applies for various locations with the similar condition.

**43A: Where 36-inch minimum cover is not able to be achieved, ductile iron pipe shall be used.**

44Q: Refer to Utilities Plan Sheet PP-35, can the city clarify on how the 8" Water Main Install Items (08" DIP, 16" X 8" MJ Tee with 08" Gate Valve) are to be paid?

**44A: The bid tab has been revised to add these items, please refer to Pay Items 2.06 and 2.12.**

45Q: Refer to Utilities Plan Sheets PP-28 & PP-32, there are two areas for 16" DIP WM deflection that totals to (40 LF). Can the city clarify the quantity for this Pay Item 2.06 16" DIP WM?

**45A: Pay Item 2.7 has been revised to depict 40 LF.**

46Q: Can the City clarify on how Connection to Existing 20" FM to be paid?

**46A: The bid tab has been revised to add this item, please refer to Pay Item 3.16.**

47Q: Refer to Utilities Plan Sheet PP-34, can the city clarify on how the 30" DIP Force Main Install is to be paid?

**47A: The bid tab has been revised to add this item, please refer to Pay Item 3.07.**

48Q: Will the City please provide historical water flow rates for all the waterways on the project?

**48A: Historical flow rates are not available.**

49Q: Please confirm that the Project Total entered on Bid Form CF-4 should be equivalent to the "Grand Total Base Bid" entered on the SUMMARY TABULATION worksheet.

**49A: Yes.**

50Q: Bid Item Field Office (1,200 SF) has a quantity of 1,095 ED, substantial completion duration is 883 Calendar Days with final completion + 30 Calendar Days = Total Duration 913 Calendar Days, will FDOT please confirm quantity?

**50A: The field office is payable 15 days prior to contract time beginning and 30 days after final acceptance. Any additional time is to provide for any potential unforeseen time extensions. The City may request early removal if this additional time is not needed for construction.**

51Q: Will FDOT please provide all Utility Relocation Work Order Agreements?

Will the City expedite approval for utility submittals to assist the contractor in meeting the acceleration goal for the force main?

**51A: Utility Work Schedules included as Exhibit B (note, the City is still awaiting a schedule from FPL Underground)**

52Q: Please clarify SP-51 License Requirements. SP-51 states CGC AND CUC licenses are required. Florida Statute 489.105 defines a General Contractor as a contractor whose services are unlimited as to the type of work they may do, and may perform any activity requiring licensure except as restricted by Statute 489.113. 489.13 states in paragraph D: A general contractor shall not be required to subcontract the construction of a main sanitary sewer collection system, storm collection system, or water distribution system, not including the continuation of utility lines from the mains to the buildings, and may perform any of the services, on public or private property, for which a license as an underground utility and excavation contractor is required under this part. Please clarify & confirm firms with CGC licenses are not required to submit a CUC license to perform the utility works for this project.

**52A: Contractors with a CGC license are not required to have a CUC license.**

53Q: Will FDOT please provide the as builts & approximate weight of the pedestrian bridge to be relocated to North Port Public Works , 1100 N. Chamberlain, North Port, FL 34286? Will FDOT also confirm whether it is contractor or NPPW's responsibility to provide offload equipment/crane?

**53A: As-builts for the pedestrian bridges are not available. The contractor will be responsible to offload the bridge and place it in its final storage location.**

54Q: Please provide Pay Item Nos. 580-1-1 "Small Plants", 580-1-2 "Large Plants", 580-12 "Landscape-Project Specific", and 590-70 "Irrigation System". These Pay Items are referenced on plan sheet 3C but not included in the Bid Schedule.

**54A: Lump sum pay item for landscaping has been provided. See answer to question 5.**

55Q: Plan sheet 3B has a pay item note saying that permanent tape for concrete pavement applications is to be paid as thermoplastic paint. Considering the large cost difference between tape and paint, will the City provide standard FDOT pay items for the permanent tape work instead of combining with paint items?

**55A: Additional pay items will not be provided, however the contractor is encouraged to account for price adjustments of other pay items when bidding roadway alternates.**

56Q: For the Roadway Alternates, does the City intend to have Optional Base Group (Type B-12.5 Only) remain under the alternate asphalt section or can this be optional (i.e. limerock)? How does the City want this change to be accounted for in the Roadway Alternate pricing form?

**56A: This can be Optional Base Group 6, matching the typical sections for reconstruction pavement.**

57Q: For Roadway Alternate 1, is the intent to have stamped asphalt in lieu of stamped concrete (Patterned Pavement)? Can the City provide a specification for the stamped asphalt?

**57A: Yes, that is the intent. The color and pattern is to be equivalent to what is identified for the concrete alternative.**

58Q: In reference to Plan Sheet SQ-1, the Design Note for "Field Office" says 900 SF but the Pay Item Description on the Bid Schedule says 1,200 SF. Please confirm the field office size.

**58A: The correct field office size is 1,200 SF. Sheet SQ-1 has been corrected.**

59Q: Plan Sheet 424, Temporary Traffic Control Plans General Note #9 says that night-time work is prohibited but elsewhere in the general notes and specifications implies that night-time work is allowed. Please confirm if night-time work is allowed.

**59A: Night work will be coordinated on a case-by-case basis. The general note has been revised.**

60Q: Section III, Special Provisions SP-50 states the Bidder must be prequalified in Pavement Marking. Can this prequalification be satisfied by a subcontractor to the Bidder?

**60A: Yes.**

61Q: Please provide the utility adjustment sheets for the project.

**61A: See answer to question 51.**

62Q: Does the premium for the Force Main include the two buried fiber and telephone lines that are in direct conflict being relocated prior to the contractor beginning construction?

**62A: Yes. Conflicting utilities are anticipated to be relocated in accordance with their agreements.**

63Q: The bid documents state that the Bidder must be prequalified by FDOT in several categories. One of those is Pavement Marking; however, very few contractors (the list is almost only striping companies) including ourselves are qualified in this category. Can this qualification be changed to read Bidder or Bidder's subcontractor?

**63A: See answer to question 60.**

64Q: There are landscaping, and irrigation plans with proposed quantities in the plans; however, I did not see any pay items on the excel bid schedule tabulation provided. Please advise.

**64A: Lump sum pay item for landscaping has been provided. See answer to question 5.**

65Q: Sheet 1A of the Utility Plans contains the Schedule of Values. The middle table on this sheet, labeled 16" Water Main - Schedule of Values (Water Only), includes 10,235 LF Sewer pipe removal. Is this correct (sewer removal on water only)?

**65A: This alternative assumes the sewer improvements are completed prior to roadway work. This line item is to remove the existing sewer mains and assume all new sewer lines are in operation.**

66Q: Utility sheet PP-5 sta. 67+60; Plan sheet appears to be missing a call out for 16"x 6" Tapping Sleeve and Valve; Please clarify.

**66A: This is noted on the North profile view on sheet PP-5.**

67Q: Can the City verify the addresses and qty for the painted driveways? Per our field review there appear to be at least 3 more locations than denoted on the plans.

**67A: The intent is to match existing driveway aesthetics. It's possible that driveways have been painted since the original determination. We will review but if not identified in the plans they will be field adjusted as appropriate. Note some homeowners may not want their driveway repainted.**

68Q: A. Can the City verify the 4" Sidewalk qty?

B. The sidewalk tying into existing at the following locations is much narrower than the typical sidewalk throughout. Can these locations be reduced to 4" as opposed to 6"?

C. Salford Blvd - SW Quadrant; Cranberry Blvd - NW & SW Quad.; Chamberlain Blvd - SW Quad. & NW tie-in.

**68A: The currently indicated 6-inch sidewalk areas are correct as per the City's intent. Thicker sidewalks are anticipated serve better since there may be occasional wheel loads from delivery or maintenance vehicles. Curb return areas would be 6-inch depth in any event.**

69Q: At Stations ~(127+40 to 128+00) & ~(129+50 to 129+80), the plans call out Stamped concrete for the sidewalk crossings in front of the Dollar General. These don't appear to be called out in the SOQ. How are these to be paid for?

**69A: These have been added to the summary of quantities.**

70Q: There is an existing concrete driveway on STA 80+00 not shown on the plans, please revise plansheets and pay item.

**70A: The existing driveway was constructed after survey was completed. All existing driveway connections will be maintained. This will either be added to the plans at a future time or field adjusted.**

- 71Q: Refer to Utilities Plan Sheet PP-25, it shows Existing 8" & 12" force main lines are to be replaced. Can the city clarify and provide limits of these replacement, if needed?
- 71A: **Plan Sheet PP-25 has been revised to note that the 8" force main and the 12" force mains shall be removed.**
- 72Q: Refer to "Typical Pipe Trench Detail" shown in Utilities Plan Sheet UD-1, which requires bedding stone to spring line if required. Can the City clarify & provide conditions which require the bedding stone detail?
- 72A: **The bedding stone is only required in specific locations where the soil is not stable. Contractor to determine locations that may require the stone.**
- 73Q: Refer to Utilities Pay Item No. 2.12 for "Fire Hydrant Assy. (Includes Tee, Valve, & Pipe), it seems that Fire Hydrant pipes, valves, tees and taps have their own separate pay items, so can the City please revise this pay item to be for the actual Fire Hydrant piece only?
- 73A: **The fire hydrant assembly pay item includes the pipe, valve, tee, and all other appurtenances. Other aspects of the project have tees and valves required under other pay items.**
- 74Q: Refer to Utilities Pay Item Nos. 2.16 & 2.17 for Water Services, especially for the Long Services "All Inclusive" item. Can the City clarify if full replacement of each service is to include NEW curb stop, meter & box, bedding stone, etc.?
- 74A: **The existing services to be replaced include up to and including the curb stop and the connection to the remaining services.**
- 75Q: And if removal of existing water services are to be included in these stated pay items as well?
- 75A: **Pay items 2.16 and 2.17 include the removal of the existing water services.**
- 76Q: Pertaining to signalization mast arms, are these to be painted? If so, will you please provide the paint color model number?
- 76A: **Yes, please refer to the mast arm tabulation pole paint color in the plans.**
- 77Q: Pertaining to signage, which of the below are these to be? Round aluminum tube per FDOT Standard Plans or Square galvanized posts or Decorative Signage (In which case, please provide details, paint color, etc.)
- 77A: **Signs are to be 12-gauge square galvanized posts conforming with FDOT standards.**
- 78Q: Refer to Utilities Pay Item Nos. 3.16 for FM Pigging Station, can the City provide further specs/details for the required Pigging Station?
- 78A: **These have likely been addressed with prior pigging questions.**
- 79Q: Will the City please provide a separate bid item for Channel Excavation for the Rip Rap installation at all the waterways, upstream and downstream of the new box culverts?
- 79A: **Per Specifications Section 530-5: Price and payment for the riprap rubble is to include all materials, hauling, excavation, and backfill. The necessary work to establish the proposed grade at the cross-drain channels is to be included in the cost of the riprap rubble.**
- 80Q: Will the City please provide a separate bid item for Gravity Wall shown on plan sheet 233?
- 80A: **Pay item 400-0-11 will be added.**
- 81Q: Will Flextime be an option for this job?
- 81A: **No.**

82Q: When will a notice to proceed be issued?

82A: **Following the bid opening, the final construction contract will need to be approved by the City Commission and City Attorney, which generally takes around 3 months to complete. Notice to Proceed is anticipated early spring 2025 (February/March).**

83Q: The Bid Form has two items that appear to require attention:

2.09 – 16" x 6" MJ TEE AND VALVE and 2.1 – 16" x 6" MJ TAP TEE WITH VALVE

The requirement for Item 2.09 are not clear. Is there 1, 2, or 3 valves? And what size would they be? Typically we do not see Valves added to a Mechanical Joint Tee, rather they are separated and added to existing bid item quantities. Item 2.1 requires correction. A Mechanical Joint Tap Tee does not exist. This description is suggested to be changed to "16" x 6" Tapping Sleeve and Valve", which is readily recognized. Its only with tapping sleeves that valves are typically included. Please clarify.

83A: The bid form has been revised.

84Q: We did not see separate utility specifications in the downloads, or Supplemental Specifications for utilities embedded or referenced. Please clarify.

84A: **The Utility specifications are located on the City's website at the following link:**

**<https://www.northportfl.gov/City-Services-and-Safety/Utilities-Department/Utilities-Specifications-and-Details>**

85Q: Can the MicroStation DGNs be provided for a project of this magnitude and complexity?

85A: **Drawings will be provided in the format they were produced in. The Contractor is solely responsible for the use of these files.**

86Q: The Summary of Quantities for Special Detour Temporary Earthwork/Base is incomplete. Please revise or confirm the provided quantity.

86A: **Earthwork for special detours only includes additional earthwork beyond what is required for the permanent condition. We compared the proposed earthwork sections with the special detours and there was not additional embankment requirements.**

### SECTION III: ADDITIONAL ATTACHMENTS:

**ATTACHMENTS ARE AVAILABLE ON THE CITY FTP SITE AT : [RFB NO. 2024-28 ADDENDA 2 \(10-28-24\)](#)**

Bid Addenda are posted on the City FTP site at <https://www.northportfl.gov/files> (select the Purchasing Folder and scroll to Project RFB 2024-28).

1. **DELETE Bid Schedule provided with the initial issuance of the solicitation and REPLACE with REVISED SCHEDULE – ADDENDA 2 . Failure to use the revised schedule will deem the bidder non-responsive.**
2. Appendix B – Utility Work Schedules
3. Appendix C – NPPD Rates and Forms
4. Appendix D – Temporary Mail Center Plans
5. Exhibit 6A – WCS 122 MacCaughey Existing Plans
6. Exhibit 6B – WCS 129 Creighton Existing Plans
7. Exhibit 6C – DS 119 Blue Ridge and DS 126 Lagoon Existing Plans
8. Exhibit 7 – Structural Calculations (Rev. 1)
9. Revised Roadway Plan Sheets:
  - a. Sheet 3A through 3B
  - b. Sheets 12 through 16
  - c. Sheet 217
  - d. Sheet 424
  - e. Sheet SQ-1



- f. Sheet SQ-28
- g. Sheet SQ-30

10. Revised Utility Plan Sheets:

- a. Sheet 1A
- b. Sheet PP-25
- c. Sheet PP-35

11. REVISED SEALED BID LABEL, see below.

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

Alla V.  
Skipper

Digitally signed by Alla V.  
Skipper  
Date: 2024.10.28  
15:45:32 -04'00'

Alla V. Skipper, CPPB  
Senior Contract Administrator  
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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  
FINANCE DEPARTMENT/PURCHASING DIVISION  
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NOVEMBER 21, 2024

ADDENDUM 3

TO: PROSPECTIVE BIDDERS

RE: RFB NO. RFB NO. 2024-28 PRICE BOULEVARD WIDENING – PHASE I/FDOT FPN 453215-1-54-01

BID OPENING: **DECEMBER 4, 2024, AT 2:00 PM IN ROOM 244**

**\*\*ALL BIDS ARE DATE AND TIME STAMPED AT THE CUSTOMER CARE CALL CENTER, 1<sup>ST</sup> FLOOR, CITY HALL, FIRST, AND THEN ARE OPENED IN ROOM 244, 2<sup>ND</sup> FLOOR AT CITY HALL. \*\***

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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 **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.

**SECTION I: QUESTIONS/ANSWERS:**

- 1Q: If the prime contractor holds a minor bridge, flexible pavement, drainage, grading, and hot bituminous, is it acceptable that the subcontractor qualifies to bid on this project as a prime contractor without Pavement Marking and Portland Cement Concrete Roadway Paving? If not, may the subcontractors qualify the prime contractor by being FDOT Certified in Pavement Marking and Portland Cement Concrete Roadway Paving?
- 1A: **Yes, so long as each contractor performing work is qualified for the elements they will construct and all prequalifications are met by the overall team.**
- 2Q: How will the 40% Contractor self-performance be calculated?
- 2A: **The Contractor shall provide a tabulation of work self-performed, and work performed by subcontractors utilizing the project pay-items and percentages of each. Refer to Specification Section 8-1. FDOT Form # 700-010-36 Certification of Sublet Work shall be utilized for reporting percentages.**
- 3Q: If Florida Bonneted Bats are found and those trees needing removal are delayed, will additional time be part of the extra service negotiation?
- 3A: **The City will accommodate unexpected delays outside of the contractor's control and will allow time extensions for such occurrences including unexpected wildlife encounters.**
- 4Q: Utility details show concrete support of valves and hydrants. Where would this be required?
- 4A: **Valves and hydrants shall be installed per the standard details on Sheets UD1 through UD-3.**

- 5Q: The water main plans shows wet cut ins for utility conflict resolution on active water mains (see typical on PP-4 for 8" WM, PP-5, PP-6, PP-7 for 6" WM, PP-3 for 12" WM, and PP-6 thru 12 for the 16" WM). Please provide the prescribed procedure for this work, including any requirements for posting notices of outages, work day and/or work hour restrictions, sampling and testing requirements, or any other requirements that may be required.
- 5A: **Isolation of the existing mains shall be done in accordance with City of North Port Utility requirements.**
- 6Q: The plans do not show restraining of any existing pipe when connected to existing, or when cut in for utility conflicts. Please define if restraint of any existing utility mains will be required.
- 6A: **Existing mains do not require restraints for the installation of proposed fixtures unless otherwise directed by City of North Port Utilities.**
- 7Q: Bid Item 2.11 16" HDPE DR9 C900 (Directional Bore) does not appear to be part of the work. The bore is referenced on Sheet G-2, but appears replaced with PVC on Sheet PP-14. Please clarify.
- 7A: **The existing 16" HDPE water main directional bore has been removed from the bid tab as part of Addendum 1.**
- 8Q: There are some discrepancies noted in quantity call outs. See PP-14, 16" WM, call out is 360 LF scaling = 460 LF. Similar conditions are found on sheets PP-32, PP-33, PP-34. Please clarify.
- 8A: **The plan sheets and bid tab have been updated accordingly.**
- 9Q: Sheet PP-35 shows 10 LF 8" DIP CL 52 WM however there is no pay item. Please clarify.
- 9A: **Refer to pay item 2.06 on the bid tab.**
- 10Q: Sheet PP-34 shows 30 LF of 16" DIP CL 52 WM that is not included in the Bid Item total. Please clarify.
- 10A: **Refer to pay item 2.07 on the bid tab.**
- 11Q: Sheet PP-14, sta. +/-108+75, shows a Fire Hydrant on the new 16" WM, typical of many locations in the plans, where a valve is shown at the branch tee location. Please confirm this valve is separate and addition to the valve shown in the Fire Hydrant Assembly Detail.
- 11A: **Only one (1) valve is required for each fire hydrant. This valve is included in the bid item for fire hydrant assembly.**
- 12Q: We are seeing large variances in Bid Item to Plan Take Off quantities, particularly on Pipe Removal Items. Please provide a Summary of Quantities for the Utility work so that the quantities can be verified.
- 12A: **Please refer to the revised bid tab for quantities.**
- 13Q: Bid Item 2.15 Pipe Removal & Disposal (6"-12") does not provide for the removal of 160 LF 16" WM on Sheet PP-13. Please clarify.
- 13A: **Pay item 2.16 includes pipe removal and disposal of 6"-16" as part of Addendum 1.**
- 14Q: Sheet PP-31, sta +/-185+95, 60 LF of 4" FM pipe is called out as 8". Please clarify.
- 14A: **The force main call out on PP-31 has been revised to reflect a 4" main.**
- 15Q: Sheet PP-18, sta. 128+00, 30" FM is called out as 12" Pipe. Please clarify.
- 15A: **The force main call out on PP-18 has been revised to reflect a 30" main.**
- 16Q: Sheets PP-27, PP-28, PP-32, PP-3 have call out/scale qty discrepancies on the 30" FM. Please clarify.
- 16A: **The call outs and quantities have been revised on the requested sheets. The bid tab has been updated accordingly.**

- 17Q: Sheet PP-25 has conflicting call outs for the existing 8" and 12" FM – One note says To Remain, another says To Be Replaced. Please clarify.  
**17A: Sheet PP-25 has been revised accordingly.**
- 18Q: Please provide any additional utility information that may be made part of the Contract, including any supplemental specifications or details, previously not made part of the original bid solicitation.  
**18A: There is no additional utility information at this time.**
- 19Q: Sheet PP-35, sta+/- 202+55, calls out a 16" x 6" WM branch however it appears to be an 8" branch. This includes an 8" Gate Valve that does not have a corresponding Bid Item. Please clarify.  
**19A: Plan Sheet PP-35 and the bid tab have been updated accordingly.**
- 20Q: Plan Sheet 233 shows Gravity Wall along the pond at sta +/-195+55. There does not appear to be a Bid Item for the Gravity Wall, and it was not found in the Summary of Quantity. Please clarify.  
**20A: This was addressed with addendum 2.**
- 21Q: The Bid Quantity for Embankment = 19,513.20 CY, however an Embankment quantity of 22,830 CY is shown on Sheet 338. Please clarify.  
**21A: The earthwork quantities have been updated.**
- 22Q: Add #2 indicated CADD files were available, but we have not be able to locate them. Please provide or advise where they are located.  
**22A: CADD files have been uploaded to the ftp site for addendum 3. Note that these files were the original production files and don't include any revisions. The City takes no responsibility for the use of these files. Revised files will be provided after award of the contract.**
- 23Q: The project requires relocation of existing pedestrian bridges. Please provide shop drawings for the bridges, or at a minimum, please provide dimensions and weight.  
**23A: Shop drawing are not available. As-built plans are provided. The Contractor shall be responsible for measuring and estimating the weight of the pedestrian bridge.**
- 24Q: Prior to Add#2 Watson Civil had submitted a list of utility related questions that were not addressed in Add#2. Will these questions be answered in Add #3?  
**24A: All questions that have been submitted should be included in either addendum 2 or 3.**

## **SECTION II: ADDITIONAL ATTACHMENTS:**

1. **DELETE** Bid Schedule (BID TABS) provided with the initial issuance and addenda 2 and **REPLACE** with **REVISED BID SCHEDULE – ADDENDA 3.**

**\*\*\*Failure to use the revised schedule will deem the bidder non-responsive.\*\*\***

2. Revised Roadway Plan Sheets:
  - a. Sheet 3A
  - b. Sheet SQ24
3. Revised Utility Plans – re-issued set with clouded adjustments
4. Pedestrian Bridge As-Built Plans (2 sheets)

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

Alla V. Skipper

---

Digitally signed by Alla V. Skipper  
Date: 2024.11.21 17:06:55 -05'00'

Alla V. Skipper, CPPB  
Senior Contract Administrator  
Finance Department/Purchasing Division  
4970 City Hall Blvd.  
North Port, Florida 34286  
Tel: 941.429.7172  
Fax: 941.429.7173  
E-mail: [askipper@northportfl.gov](mailto:askipper@northportfl.gov)

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



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WATSON, JOHN DAVID**

WATSON CIVIL CONSTRUCTION, INC.

319 WEST TOWN PLACE

SUITE 25

ST. AUGUSTINE FL 32092

**LICENSE NUMBER: CGC1513429**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 08/09/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WATSON, JOHN DAVID**

WATSON CIVIL CONSTRUCTION, INC.

319 WEST TOWN PLACE

SUITE 25

ST. AUGUSTINE FL 32092

**LICENSE NUMBER: CUC1224569**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 08/09/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





**Florida Department of Transportation**

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.  
SECRETARY

April 26, 2024

WATSON CIVIL CONSTRUCTION, INC.  
319 WEST TOWN PLACE  
ST. AUGUSTINE, FLORIDA 32092

**RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MAJOR BRIDGE - CURVED STEEL GIRDERS, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, Curb & Gutter, Concrete traffic Separator, Drill Shaft, Fender Systems, Milling, Pile Driving, Retaining walls, Rip Rap, Rubble Rip Rap, Underground Utilities (Water & Sewer) Utility Work.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

<HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor  
Contracts Administration Office

JTII



ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC -CL One Perimeter Park South Suite 344N Birmingham, AL 35243	CONTACT NAME: Stacia Olson	
	PHONE (A/C, No, Ext): 205 969-5183	FAX (A/C, No): 205-969-5176
	E-MAIL ADDRESS: stacia.olson@usi.com	
INSURED Watson Civil Construction, Inc. 319 W. Town Place Ste 25 Saint Augustine, FL 32092-3103	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Continental Insurance Company	
	INSURER B : National Fire Insurance Co. of Hartford	
	INSURER C :	
	INSURER D :	
	INSURER E :	
		NAIC #
		35289
		20478

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Standard Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	7015219394	06/26/2024	06/26/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BUA7015219380	06/26/2024	06/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	CUE7015219427	06/26/2024	06/26/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 OVERGLAU,EL \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		X	7015219413	06/26/2024	06/26/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

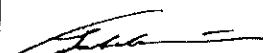
## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





April 12, 2024

Florida Department of Transportation  
605 Suwannee St.  
Tallahassee, FL 32399

**RE: Watson Civil Construction, Inc.  
Annual Pre-Qualification**

To Whom It May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for **Watson Civil Construction, Inc.** Their surety is **Travelers Casualty and Surety Company of America**, which carries an AM Best Rating of A++ XV and is listed in the Department of the Treasury's Federal Register.

**Watson Civil Construction, Inc.** is a valued client of our agency and the surety. We currently have an established bonding line of **\$750,000,000** and would consider larger parameters based on our client's request. We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds, and we cannot assume liability to any third party, including you, if we do not execute said bonds

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

**Watson Civil Construction, Inc.** is an excellent contractor and we hold them in highest regard. We are extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

Sincerely,

Kevin R. Wojtowicz  
Attorney-in-Fact





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**  
**Farmington Casualty Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kevin R. Wojtowicz of St. Petersburg, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof (including any and all consents required by the Florida Department of Transportation or the Central Florida Expressway Authority incident to the release of retained percentages and/or final estimates) on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021.**



State of Connecticut

City of Hartford ss.

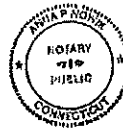
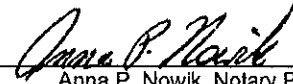
By: 

Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

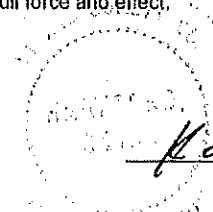
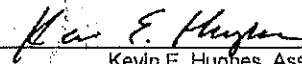
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12th day of April, 2024

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Watson Civil Construction, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see Instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. <b>319 W Town Place, Suite 25</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>St. Augustine, FL 32092</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	6		5	6	3	9	1	9	8

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Nicholas Hubert*

Date ►

*1/31/2024*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P14000038801

**Entity Name:** WATSON CIVIL CONSTRUCTION, INC.

**Current Principal Place of Business:**

319 WEST TOWN PLACE  
SUITE 25  
ST AUGUSTINE, FL 32092

**Current Mailing Address:**

319 WEST TOWN PLACE  
SUITE 25  
ST AUGUSTINE, FL 32092 US

**FEI Number:** 46-5639198

**Name and Address of Current Registered Agent:**

VEZINA, W. ROBERT III  
413 EAST PARK AVENUE  
TALL., FL 32301 US

**Certificate of Status Desired:** No

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title CEO, PRESIDENT, TREASURER  
Name WATSON, JOHN D  
Address 319 WEST TOWN PLACE  
SUITE 25  
City-State-Zip: ST AUGUSTINE FL 32092

Title VP  
Name PEPLINSKI, CRAIG J  
Address 319 WEST TOWN PLACE  
SUITE 25  
City-State-Zip: ST AUGUSTINE FL 32092

Title SECRETARY  
Name HUBERT, MICHELE D  
Address 319 WEST TOWN PLACE  
SUITE 25  
City-State-Zip: ST AUGUSTINE FL 32092

Title ASST. SECRETARY  
Name DE LA SERNA, FRANKLIN T  
Address 319 WEST TOWN PLACE  
SUITE 25  
City-State-Zip: ST AUGUSTINE FL 32092

Title SECRETARY  
Name HODGINS, WESLEY  
Address 319 WEST TOWN PLACE  
SUITE 25  
City-State-Zip: ST AUGUSTINE FL 32092

Title OFFICER  
Name KEEN, AARON  
Address 319 WEST TOWN PLACE  
SUITE 25  
City-State-Zip: ST AUGUSTINE FL 32092

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** JOHN WATSON

**PRESIDENT**

**04/18/2024**

Electronic Signature of Signing Officer/Director Detail

Date

# **WATSON CIVIL**

CONSTRUCTION

WHEREAS, the Corporation desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Principals of Watson Civil Construction, Inc. are hereby authorized and approved to grant signing and authority to conduct business to any one of the following persons:

**John D. Watson – President**

**Craig Peplinski – Vice President**

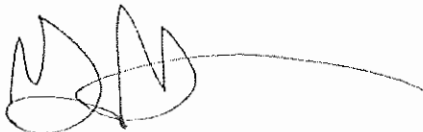
**Aaron Keen – Officer**

**Franklin de la Serna – Assistant Secretary**

The foregoing signing and authority granted shall include the execution of contracts and other instruments entered into by this Corporation.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Watson Civil Construction, Inc. a corporation duly formed pursuant to the laws of the state of Florida and that the foregoing is a true record of a resolution duly adopted at a meeting of the Principals of Watson Civil Construction, Inc. and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on April 11, 2024, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of the above-named Corporation this 11 April 2024.



Wesley Hodgins

Secretary – Watson Civil Construction, Inc.