City of North Port

Request for Bid No. 2025-42

LIFT STATION DIESEL BYPASS PUMPS

COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION

(FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY'S REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM)

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS
RFB NO. 2025-42
LIFT STATION DIESEL BYPASS PUMPS (FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY'S REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM)

The City of North Port is requesting sealed bids to secure the services of an experienced, professional, licensed, and qualified Contractor capable of providing construction services in accordance with the installation of lift station diesel bypass pumps associated with an US Department of Housing and Community Development (HUD) Community Development Block Grant-Mitigation (CDBG-MIT) through Florida Commerce that the City has received. The City intends to select one Contractor for lift station diesel bypass pumps project. The work includes furnishing and installing the diesel bypass pumps per the City's standard details and specifications.

NON-MANDATORY PRE-BID MEETING: October 20, 2025, AT 11:00 AM
4970 CITY HALL BOULEVARD, FINANCE DEPARTMENT ROOM 337A, NORTH PORT, FLORIDA 34286

All potential Bidders are recommended to attend the non-mandatory pre-bid conference; and site visit will be conducted to answer questions regarding the bid requirements. The purpose of the Pre-Bid Meeting is to provide a briefing on the City's expectations and performance requirements for submission of Bid documents. Site visit will follow.

BID OPENING: November 13, 2025, 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 Demandstar's website at www.demandstar.com. The only place to obtain the addenda is on www.demandstar.com. Links to DemandStar are also available from the City website at www.Northportfl.gov Bid specifications, attachments/exhibits are posted on the City FTP site at www.northportfl.gov/fileshare ***(select the Purchasing Folder and scroll to Project RFB 2025-42)***. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Keith Raney, Senior Contract Administrator at 941.429.7103. Requests for additional information or clarification regarding the specifications must be sent via email to purchasing@northportfl.gov. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail by **November 6, 2025**

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.

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section

3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

PUBLISH DATES: October 10, 2025

- Herald Tribune & Department of Labor
- **www.Northportfl.gov & www.demandstar.com**
- **Small Business Administration, Minority Business Development Agency of the Department of Commerce**

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EXHIBITS

ATTACHMENTS:

1A. Pump Station Diesel Pump Layouts (12 Pages)
1B. Technical Specifications (227 Pages)
1C. Bid Form (1 page, also available in Excel format)

STATEMENT OF NON-SUBMITTAL

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

We, the undersigned, have declined to submit a bid on the requested Request for Bid **2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)**

_____Insufficient time to respond to the Request for Bid.

_____We do not offer this product/service.

_____Our schedule would not permit us to perform.

_____Unable to meet bond/insurance requirements.

_____Specifications are unclear (explain below).

_____OTHER (please specify below).

REMARKS: _____

_____

COMPANY NAME: _____

ADDRESS: _____

CITY:_____**STATE:**_____**ZIP CODE:** _____

TELEPHONE:_____ **FAX:** _____

E-MAIL ADDRESS: _____

SIGNATURE:_____

DATE: _____

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

SECTION I.
INSTRUCTIONS TO BIDDERS

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

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

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

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

1. INSTRUCTIONS TO BIDDERS

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

above requirements.

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

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five 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 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 vendor to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

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

price during bid evaluation.

H. 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.

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

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 bid bond form.

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

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

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

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

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

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

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

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

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

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

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

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

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 vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

8. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical

specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Bidder wishes to make a substitution to the specifications, the Bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

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 vendor for items vendor purchases, regardless of whether these items will be transferred to the City.

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

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

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

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

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

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

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 vendor, continue until completion without change to the then current prices, terms and conditions.

11. TERMINATION OF CONTRACT:

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 vendors 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: The City reserves the right, in its best interest as determined by the City, to cancel this Contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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.

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 Florida Statutes Section 166.241, as 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 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.

(2) 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.

(3) 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. 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.

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 Contract which shall be available and accessible at the vendor's offices for the purpose of inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services.

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

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) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

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 F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity: may not submit a bid, proposal, or reply on a Contract with a public entity for the construction or repair of a public building or public work: may not submit bids, proposals, or replies on leases of real property to a public entity: may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity: and may not transact business with any public entity.

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

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

20.1. Keep and maintain public records required by the City to perform the service. All project records shall be maintained for a minimum of six (6) years following the close of the project. The contractor shall allow access to all records by HUD and FloridaCommerce upon request.

a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(See http://dos.state.fl.us/library-archives/records-management/general-records-schedules/).

b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and Contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

20.2. 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.

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

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

20.5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270: E-MAIL: PUBLICRECORDSREQUEST@NORTHPORTFL.GOV**

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

21. FORCE MAJEURE: Should performance of any obligation created under this 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 any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

f. The non-performing party provides written notice within five (5) 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 Agreement;
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 will 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.

The non-performing party's affected obligations under this Agreement 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 shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

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

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

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 a modification to the Contract and/or change order as appropriate. This presumes the modification itself is in compliance with all applicable City procedures.

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

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 purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

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

(12) EXEMPTION. --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best Bidder and:
1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best Bidder:
2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a Contract other than by the mere submission of the bid: and
3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

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

28. PERFORMANCE/PAYMENT BOND:

A. PERFORMANCE/PAYMENT BOND REQUIREMENTS: 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 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.

29. STATE REGISTRATION REQUIREMENTS: Any Bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a Contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

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

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

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

33. NONEXCLUSIVE CONTRACT: Award of this Contract shall not require the City to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The City reserves

the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.

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

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

36. 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.

37. 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. 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.

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

A. To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Contract, 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.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.

D. Any dispute, action or proceeding arising out of or related to this Contract 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 convenience.

E. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Contract.

F. his Agreement 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.

G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

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

40. 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.

41. 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.

42. 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, ever person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

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

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

2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes: and

3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.

2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification: and

3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any Contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

43. CONFLICTS OF INTEREST – CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS: The Florida Code of Ethics regulates the ability of the City to Contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to Contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

44. 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.

45. 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.

46. 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.

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 vendors to buy American made materials and products.

48.PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as 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.

49. 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.

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 for at least five (5) 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.

51. 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.

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

53. FOREIGN ENTITY OF CONCERN COMPLIANCE WITH FLORIDA STATUTE 287.138

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

a) "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.

b) "Department" means the Department of Management Services.

c) "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.

d) "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).

54. HUMAN TRAFFICKING - Florida Statutes Section 787.06(13)

(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 s. 287.138(1).

END OF SECTION I

SECTION II.
GENERAL PROVISIONS

1. SCOPE OF WORK

1.1 ***Intent of Contract:*** Bid forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including but not limited to labor, transportation, supervision, electricity, water, equipment, startup, testing, training and all other work needed for a complete and operational pump station bypass systems, 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 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 between the City and the Contractor. They may be altered only by addendum or change order approved by the City.

1.2 ***Definitions:***

1.2.1 The Department as used within the Contract Documents refers to the City.

1.2.2 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**.

1.2.3 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.

1.2.4 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.

1.2.5 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.

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

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

1.2.8 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."

1.2.9 Engineer refers to the City, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in the Contract Documents, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

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

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

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

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

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

2.PROSECUTION AND PROGRESS

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

2.2 Preconstruction Meeting: After the Contract has been awarded, the City will schedule a preconstruction meeting to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the City 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 project price within ten (10) calendar days after notification of award to the Purchasing Department. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting.

2.4 ***Submission of Work Schedule/Order of Completion:*** At the preconstruction meeting, the successful Bidder shall have on hand a working schedule for the Project, showing in detail the order in which the Contractor proposes to perform the work. He/she shall indicate the dates on which major equipment will be delivered and various major items of work will start and the estimated completion dates of the major items. Construction Schedule 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 building permit 11”x17” copies of the Plans, Technical Specifications, General and Special Provisions. Additional signed & sealed copies, if needed to obtain permits for the Work associated with this Contract, will be submitted upon written request. Other copies that may be needed by the Contractor shall be produced by the Contractor at his own expense.

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

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

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

3.1.3.8 North Port Utilities Standard Details and Specifications

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

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

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

The City has the authority to:

3.1.6.1 Stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
3.1.6.2 Reject all work that does not conform to the Contract.
3.1.6.3 Resolve questions that arise in the execution of the work.

The City's Representative has the authority to:

3.1.6.4 Reject all work that does not conform to the Contract.
3.1.6.5 Resolve questions that arise in the execution of the work.

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

3.1.8 ***The City's Right to do Work:*** If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with the provisions of this Contract, the City, after three days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct from the payment due the Contractor.
3.1.9 ***The City's Right to Terminate Contract:*** If the Contractor refuses or fails to complete the work within the time specified for this Contract, or any extension thereof, the City may terminate the Contractor's right to proceed. In such event, the City may take over the work and prosecute the same to completion by the Contract or otherwise and the Contractor will be liable for any excess cost occasioned by the City. The City may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary, therefore:

If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed due to insolvency, or if he/she should refuse or fail, except in cases which a time extension is provided to supply enough 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.
3.1.18.4 By Change Order executed by City Manager.

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

materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services the Contractor shall notify the City by written notice that a change order is requested within five (5) days of any occurrence.

3.1.19 ***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.

3.1.20 ***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.

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

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

3.1.22 ***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.

3.1.23 ***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.

3.1.24 ***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.

3.1.25 ***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.

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

3.1.26.1 Defective Work not remedied.
3.1.26.2 Claims filed or evidence indicating probable filing of claims.
3.1.26.3 Failure of the Contractor to make payment properly to Subcontractors or for material/labor.
3.1.26.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.
3.1.26.5 Damage to another Contractor.
3.1.26.6 When the above grounds are removed, payment shall be made for amounts withheld because of them.

3.1.27 ***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.

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

3.1.29 ***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.

3.1.30 ***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.

3.1.31 ***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 in regard to terminating any subcontract that the City may exercise over the Contractor under any provisions of the Contract Documents.
- The City, City's Representative, or Engineer will not undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.
- If in the opinion of the City, City's Representative, or Engineer, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, Subcontractor shall be replaced if and when directed in writing.

3.1.32 ***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.

3.1.33 ***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.

3.1.34 ***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.

3.1.35 ***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.

3.1.36 ***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.

3.1.37 ***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.

3.1.38 ***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.

3.1.39 ***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.

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

3.1.41 ***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.

3.1.42 ***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.

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

3.1.44 ***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.

3.1.45 ***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 due to conditions encountered.

3.1.46 ***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.

3.1.47 ***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.

3.1.48 ***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.

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

3.2 Storage of Materials

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

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

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

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

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

3.2.6 Provided the above conditions are met, the stored materials may be included in a subsequent

Application for Payment if the Contractor also complies with the following:

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

3.2.6.2 Evidence that proper storage security is provided.

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

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

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

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

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

3.2.10 The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the City either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance: and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to

an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.

3.2.11 In the event stored materials which 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.

END OF SECTION II

SECTION III. SPECIAL PROVISIONS

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

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

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

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

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

SP-03 CONSTRUCTION SCHEDULE: The work will be substantially complete within **270 calendar days** with final completion within **30 calendar days** after attaining Substantial Completion as established by the City. The date for **Final Completion** of the Project shall be established as **300 calendar days after** Notice to Proceed**.**

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

SP-04 PRE-CONSTRUCTION CONFERENCE: A Pre-Construction Conference will be held, at which time the Contractor shall submit the following for the City's approval or acceptance:

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

surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency telephone for the City's use, which the Contractor shall update as necessary throughout the project. The Contractor shall request, in writing, any changes in subcontractors or suppliers.

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

- In addition to the telephone and facsimile numbers, the Contractor shall provide an e-mail address where emails can be sent. The e-mail address must be monitored at least daily and capable of transferring electronic files.
- The Contractor shall submit to the City a list of equipment the Contractor proposes to utilize on this project.
- The Contractor shall submit for City approval a paper copy and electronic copy of a Construction Schedule prepared using City approved software, and a Schedule of Progress Payment Requests.
- The Contractor shall also submit all other materials or mix designs, which will be used by the Contractor for this Contract.

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

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

SP-05 PROGRESS MEETING: For this project, progress meetings shall be bi-weekly, or as requested by the Contractor or the City. The Contractor shall designate a representative to attend Progress Meetings held at the North Port Utilities Field Office, 6644 West Price Boulevard, North Port, Florida. The Contractor shall submit, at each meeting, up-to-date schedule information, a written projected schedule for the next two weeks, written claims for additional compensation, written claims for weather days to extend the Contract, results of all testing and Value Engineering Proposals. The City will use the updated schedule information to monitor the Contractor's production rate. Upon written notice from the City, the Contractor shall dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract. Contractor may request progress meetings be on a different schedule than bi-weekly provided the City can confirm work is proceeding expeditiously. City may require a return to bi-weekly progress meetings at any time.

SP-06 COOPERATION WITH UTILITIES: The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Exploratory work prior to construction and 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. No separate payment will be made for protection to existing utilities or for exploratory excavations.

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

SP-07 CONTRACT TIME: The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract shall be completed not more than **300 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 **270 calendar days**; with final completion within **30 calendar days** after attaining Substantial Completion as established by the City. City shall provide the Contractor with a listing of items to be corrected or completed (punch list) after Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet his/her obligations under the Contract. The Contractor shall complete all items on the punch lists to the satisfaction of the City prior to submittal of the application for final payment.

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

SP-08 PROJECT COMPLETION: Project final completion shall be defined as "the stage in the progress of the Work where the Work is complete in accordance with the Contract Documents so that the City can begin to utilize the Work for its intended use, all punch list items are complete, and the Contractor has completely demobilized from the project area." Project final completion shall not be more than **300 calendar days.**

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

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not completed within the contract time as required by SP-07 "Contract Time". It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure **SIX HUNDRED AND NINETY DOLLARS ($690.00)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Completion of the work.

For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the City will count default days in calendar days. If the Contractor or, in case of his default, the surety fails

to complete the work within the time stipulated in the Contract, or within such extra time that the City may have granted the Contractor or, in case of his default, the surety shall pay to the City, not as a penalty, but as liquidated damages, in the amount of **$690.00** per calendar day in which work is not completed.

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

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

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

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

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

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

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

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

SP-12 SAFETY AND PROTECTION:

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
   i. All employees on the work and other persons or organizations who may be affected thereby.
   ii. All the work and materials and equipment to be incorporated therein, whether in storage

on or off the site.

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

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

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

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

SP-13 CHANGES IN THE WORK: The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work will be an **amendment to the contract** and shall require approval by the City Manager prior to prosecution of the additional work. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract. In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered.

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

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

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

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case, he shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

SP-14 SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT: Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein,

without written consent of the City. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work to the City for approval. With the City's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to **not less than 40%** of the total Contract amount. The request will be deemed acceptable by the City, for purposes of the City's consent, unless the City notifies the Contractor within five (5) business days of receipt of the request that the City is not consenting to the requested subletting.

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

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

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

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

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

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

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

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

The City will pay for all permit fees determined by the Neighborhood Development Services Department and the City of North Port Public Works Department. For this project, Right of Way (ROW) permit(s) will not be required. The City will make payment directly to the Neighborhood Development Services Department for any miscellaneous fees assessed for the necessary permits and related inspections. Additional or re-inspection fees shall be paid for by the Contractor. Pressure testing the system, if required, shall be paid for by the Contractor. Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

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

SP-19 SPECIFICATIONS AND PLANS: Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the city website at www.northportfl.gov.

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

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

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

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

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

SP-25 PRIVATE PROPERTY: The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to obtain these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event that the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement to the City, the City will direct the Contractor in writing to immediately cease using such property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

stabilized roads, and ground areas damaged during construction.

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

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

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

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

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

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

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered per 40 CFR 33.255(c) as referenced in Chapter 62-552, FAC. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents 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. All such work shall be done at the expense of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

SP-44 COMPLETION OF THE PROJECT: The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The City shall determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:

- All punch list items have been addressed to the satisfaction of the City;
- All testing has been completed and results are satisfactory (including but not limited to Bypass Pump Start Up, Pipe Pressure Test, Concrete, and Compaction Tests);
- Record Drawing requirements have been accepted and approved by the City and all other governmental agencies, if applicable;
- All associated equipment and facilities necessary for the reliable operation of the project are complete in accordance with contract requirements; and,
- All release of liens have been submitted and are satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

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

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

SP-47 TERMINOLOGY: Throughout the Contract Documents, references to City or Owner shall, where appropriate, refer to the City of North Port, a municipal corporation of the State of Florida. References to Utilities Department and North Port Utilities refer to the City of North Port's Utilities Department and are used interchangeably. References to Engineer or "Resident Project Representative" may, where appropriate, refer to either the City's Engineer of Record for the Project, which is CDM Smith, or to the City's Utilities Engineering Manager.

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

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

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

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

SP-50 QUALIFICATIONS/REFERENCES: Contractor shall submit a minimum of four (4) recent (within the past five (5) years) references of projects of similar size and scope involving the furnishing and installing of diesel bypass pumps at wastewater lift stations. 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.

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

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

1. To stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract.
2. To reject all work which does not conform to the Contract.
3. To resolve questions which arise in the execution of the work.
4. To stop work whenever materials or shop drawings have not been approved prior to placement.
   No additional time or compensation will be added to the Contract when stopping the work for the above listed reasons.

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

SP- 54 Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

competitively within a timeframe providing for compliance with the contract performance schedule;

meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

END OF SECTION III

SECTION IV

Small Cities Community Development Block Grant Program Form SC-66

Supplemental Conditions for Construction Contracts

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)

2. Access to Records

3. Retention of Records

4. Remedies

5. Buy America Preference

6. Environmental Compliance (Clean Air Act and Federal Water Pollution Control Act)

7. Energy Efficiency

8. Conflict of Interest

9. Utilization of Minority- and Women-Owned Business Enterprises (M/WBEs)

10. Davis-Bacon Act

11. Contract Work Hours and Safety Standards Act

12. Health and Safety

13. E-Verify

14. Equal Opportunity Provisions

1. Termination (Cause and Convenience)

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be affected unless the other party is given:

(1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and

(2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in l(a) above.

C. If termination for default is affected by the local government, an equitable adjustment in the price for this contract shall be made, but

(l) no amount shall be allowed for anticipated profit on unperformed services or other work, and

(2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is affected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications,

summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in progress.

E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. Access to Records

The Florida Department of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of the Treasury, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, as they may relate this contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

3. Retention of Records

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

5. Buy America Preference

A. All iron and steel used in this project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. All manufactured products used in this project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

C. All constructed materials used in this project must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

D. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project.

6. Environmental Compliance

If this contract exceeds $150,000, the contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the U.S. Department of the Treasury and the Atlanta Regional Office of the Environmental Protection Agency (EPA). The contractor shall include this clause in any subcontracts over $150,000.

7. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. Conflict of Interest

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall incorporate the language set forth in this paragraph prohibiting conflict of interest in all subcontracts.

9. Utilization of Minority- and Women-Owned Business Enterprises (M/WBEs)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

10. Davis-Bacon Act (Applicable to contracts/subcontracts $2,000 or more)

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such

laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in

conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination.

2. The classification is utilized in the area by the construction industry.

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. Withholding

The Department of Commerce shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract

subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Department of Commerce may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Department of Commerce if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of Commerce. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the U.S. Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of Commerce, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

a. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Commerce or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually

performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be

permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal Employment Opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act requirements

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the U.S. Department of the Treasury may by appropriate instructions

require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Contract Work Hours and Safety Standards Act (Applicable to contracts/subcontracts $100,000 or more)

1. Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in paragraph (1.) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of

Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages

The Department of Commerce shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

12. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of the Treasury or the Secretary of Labor shall direct as a means of enforcing such provisions.

13. E-Verify

A. Section 448.095, Florida Statutes, requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required

under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

https://www.e-verify.gov/.

C. If the contractor does not use E-Verify, the contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this contract.

14. Equal Opportunity Provisions

A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Applicable to contracts/subcontracts above $10,000)

1. As used in these specifications:

(a). "Covered area" means the geographical area described in the solicitation from which this contract resulted.

(b). "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

(c). "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(d). "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race).

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands).

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these

specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60–4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions

of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(a). Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(b). Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c). Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and

was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(d). Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(e). Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.

(f). Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(g). Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h). Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(i). Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j). Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(k). Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60–3.

(l). Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(m). Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(n). Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(o). Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(p). Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60–4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

B. Contracts Not Subject to Executive Order 11246, as Amended (Applicable to contracts/subcontracts $10,000 and under)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

C. Equal Opportunity Clause (Applicable to contracts/subcontracts above $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Age Discrimination in Employment Act of 1967, as Amended

It shall be unlawful for an employer-

(1) To fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age.

(2) To limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age.

(3) To reduce the wage rate of any employee in order to comply with this section.

F. Title II of the Genetic Information Nondiscrimination Act of 2008

(1) Under Title II of the Genetic Information Nondiscrimination Act (GINA), it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.

The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

(2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

G. Section 3 of the Housing and Urban Development Act of 1968

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

(2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(3) The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's

commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s)taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts. End of Special Provisions

END OF SECTION IV

SECTION V: PREVAILING WAGE RATES

"General Decision Number: FL20250133 01/03/2025

Superseded General Decision Number: FL20240133

State: Florida

Construction Type: Heavy

County: Sarasota County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2025

ELEC0915-003 12/01/2024

	Rates	Fringes
ELECTRICIAN	$ 34.57	43%+0.35

ENGI0487-034 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom	$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes	$ 38.01	16.85
Group 3		
Cranes not described above, Drill Rig, Horizontal Directional Drill Operator, Horizontal Direction Drill Locator	$ 37.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0397-006 07/01/2024

	Rates	Fringes

IRONWORKER, STRUCTURAL.....$ 35.25 17.32

LABO0517-002 05/01/2023

Rates Fringes

LABORER: Grade Checker.....$ 22.61 11.59

PAIN0088-008 06/01/2021

Rates Fringes

PAINTER: Brush, Roller and
Spray.....$ 20.21 12.38

SUFL2009-172 06/24/2009

Rates Fringes

CARPENTER.....$ 14.95 ** 2.92

CEMENT MASON/CONCRETE FINISHER...$ 14.77 ** 3.50

LABORER: Common or General.....$ 9.50 ** 1.69

LABORER: Landscape.....$ 7.25 ** 0.00

LABORER: Pipelayer.....$ 13.75 ** 2.06

LABORER: Power Tool Operator
(Hand Held Drills/Saws,
Jackhammer and Power Saws
Only).....$ 10.63 ** 2.20

OPERATOR: Asphalt Paver.....$ 11.59 ** 0.00

OPERATOR: Backhoe Loader
Combo.....$ 16.10 ** 2.44

OPERATOR: Backhoe/Excavator.....$ 15.00 ** 0.52

OPERATOR: Bulldozer.....$ 17.00 ** 0.00

OPERATOR: Grader/Blade.....$ 16.00 ** 2.84

OPERATOR: Loader.....$ 14.75 ** 0.00

OPERATOR: Mechanic.....$ 14.32 ** 0.00

OPERATOR: Roller.....$ 10.76 ** 0.00

OPERATOR: Scraper.....$ 11.00 ** 1.74

OPERATOR: Trackhoe.....$ 20.92 5.50

OPERATOR: Tractor.....$ 10.54 ** 0.00

TRUCK DRIVER, Includes Dump
Truck.....$ 11.00 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 12.73 ** 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 12.21 ** 1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was

updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

End of Prevailing Wage Rates

SECTION VI

HUD-4010 U.S. Department of Housing and Urban Development
Federal Labor Standards Provisions Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
iv. Fringe benefits not expressed as an hourly rate
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
v. Unfunded plans
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its reprocurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. **Basic record requirements**

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/ sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its reprocurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

END OF SECTION VI

SECTION VII

Appendix II to Part 200

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

I Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

I Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
(K) See § 200.322 Procurement of recovered materials.

END OF SECTION VII

SECTION VIII

60-300.5 EQUAL OPPORTUNITY CLAUSE
EQUAL OPPORTUNTIY FOR VEVRAA PROTECTED VETERANS

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures.

ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

iii. Rates of pay or any other form of compensation and changes in compensation.

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v. Leaves of absence, sick leave, or any other leave.

vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.

vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii. Activities sponsored by the contractor including social or recreational programs.

ix. Any other term, condition, or privilege of employment.

2. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the

appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

3. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a *bona fide* job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

4. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The “contractor official” may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

6. As used in this clause: i. *All employment openings* includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. *Executive and senior management* means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing,

advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

iii. *Positions that will be filled from within the contractor's organization* means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

8. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

9. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

10. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

11. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

12. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

[3] The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

SECTION IX
CITY FORMS
EXECUTE, NOTARIZE AND RETURN WITH SUBMITTAL

ATTACHMENT A- BIDDER CHECKLIST

BIDDER: submit 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.

ATTACHMENTS: A THROUGH I

_____**ATTACHMENT A:** Bidder checklist

_____**ATTACHMENT B:** Sealed Bid Label (if not using the provided label on the next page, please make sure all information is provided on envelope as label).

_____**ATTACHMENT C:** 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.

_____**ATTACHMENT D:** Bid Form

_____**ATTACHMENT E:** Statement of Organization

_____**ATTACHMENT F:** Addenda Acknowledgement and Bid Bond Terms

_____**ATTACHMENT G:** City Bid Bond Form (DO NOT RECREATE AND ONLY USE THIS FORM)

_____**ATTACHMENT H:** Equipment and Source of Supply/Subcontractor List

_____**ATTACHMENT I:** Qualifications and Experience Form

ATTACHMENTS: 1.1, 2.2 AND 5 THROUGH 14

_____**ATTACHMENT 1.1:** Insurance – Bidder to acknowledge by initialing the bottom of page.

_____**ATTACHMENT 2.2:** Construction Indemnification

_____**ATTACHMENT 5:** Certification Regarding Lobbying

_____**ATTACHMENT 6:** Non-Collusive Affidavit

_____**ATTACHMENT 7:** Conflict of Interest Form

_____**ATTACHMENT 8:** Public Entity Crime Information Form

_____**ATTACHMENT 9:** Drug-Free Workplace Form

_____**ATTACHMENT 10:** The Florida trench Safety Act

_____**ATTACHMENT 11:** Scrutinized company Certification Form

_____**ATTACHMENT 12:** Vendor's Certification For E-Verify System

_____**ATTACHMENT 13:** Human Traffiking Affidavit

_____**ATTACHMENT 14:** Affidavit of Compliance Foreign Entity

_____**ATTACHMENT 15:** Certification by Bidder – Executive Order 11246

_____**ATTACHMENT 16:** Certification Regarding Debarment, Suspension, and Other Responsibility Maters Primary Covered Transactions

_____**ATTACHMENT 17:** Certifications and Representations

_____**ATTACHMENT 18:** Acknowledgement of Terms, Conditions, And Grant Clauses

_____**ATTACHMENT 19:** Federal Non Collusion

_____**ATTACHMENT 20:** Federal Funding Accountability and Transparency Act

_____**ATTACHMENT 21:** Executive Compensation Form

_____**ATTACHMENT 22:** Contract Changes

_____**ATTACHMENT 23:** Sanctions and Penalties

_____**ATTACHMENT 24:** Performance and Payment Bond Terms - Bidder to acknowledge by initialing the bottom of page.

_____**ATTACHMENT 25:** Payment and Performance Bond Form – AWARDED VENDOR MUST USE THIS FORM. DO NOT NEED TO SUBMIT WITH BID.***THIS PAGE MUST BE COMPLETED AND SUBMITTED***

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT B

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".

PLEASE PRINT CLEARLY

SEALED RFB DOCUMENTS – DO NOT OPEN

RFB #: 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DATE DUE:_____

TIME DUE:_____

SUBMITTED BY:_____
(Name of Company)

_____ _____
e-mail address Telephone

Deliver to:

City of North Port
Finance Department - Purchasing Division
Keith Raney, Senior Contract Administrator
4970 City Hall, 3 RD Floor, Suite 337
North Port, Florida 34286
LIFT STATION DIESEL BYPASS PUMPSCOMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION
(FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY'S REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM)

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

ATTACHMENT 1:

BID SCHEDULE

IN EXCEL FORMAT

SEPARATE ATTACHMENT

- **DO NOT RECREATE**
- **SUBMIT AN (1) ORIGINAL AND (1) HARD COPY**
- **DO NOT PDF EXCEL SPREADSHEET SAVE IN EXCEL FORMAT ON USB DRIVE**

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

Preparation of Bid Schedules: Contractor MUST use the City provided excel spreadsheet. DO NOT RECREATE FORM. All GREEN spaces in the Bid Form to be filled. ***Bidder should not reference the words "No Charge, N/A, included, dash, etc." in any of the spaces. Bidder must identify a monetary amount for each UNIT COST (unless the unit price is "x" out by the City). UNIT COST 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.**

ATTACHMENT D:
BID FORM

Company Name: _____

Business Address: _____

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

The undersigned, as Bidder, does hereby declare that he has read the Addend, Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Bid Form, City Forms, Contract Drawings and or Plans, Attachments and Exhibits to this solicitation, Insurance Requirements, Permit Fees, Plan Revisions, Plans, and any other reports or documentation for: **RFB NO. 2025-42 LIFT STATION DIESEL BYPASS PUMPSCOMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY'S REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM)**
and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the Bid Form.

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

PROJECT TOTAL:

_____ **$**_____

PRINT **NUMERICAL**

Through the signing of this Bid Form, Bidder attests his/her bid is guaranteed for a period of not less than **ONE HUNDRED TWENTY (120) DAYS** from the date of the official bid opening.

Date:_____

Signed (P*erson authorized to bind the company*): _____

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT E:

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_____

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

_____
Main Office Address

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

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

_____
Office Address

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

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

_____
Name & Title of Firm Representative

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

(Please Check One)

Is this a Florida Corporation: ☐Yes or ☐No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

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

Is it in good standing: ☐Yes or ☐No

Authorized to transact business in Florida: ☐Yes or ☐No
State of Florida Department of State Certificate of Authority Document No.:_____

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Names of Officers:

President:_____**Secretary:**_____

Vice President: _____**Treasurer:**_____

Director:_____**Director:**_____

Other:_____**Other:**_____

Name of Corporation (As used in Florida):

_____

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

Corporate Address:

Post Office Box: _____

City, State Zip: _____

Street Address: _____

City, State, Zip: _____

Date:_____

Signed (P*erson authorized to bind the company*): _____

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT F:

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

BID BOND TERMS

(SEE FORM NEXT PAGE)

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

Signed (P*erson authorized to bind the company*): _____

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT G

CITY OF NORTH PORT BID BOND

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT
KNOW ALL BY THESE PRESENTS, that _____, authorized by law to do business as a _____ Contractor in the State of Florida, as Principal, and _____, a Corporation chartered and existing under the laws of the State of _____, as Surety, with its principal offices in the City of _____, and authorized to do business in the State of Florida, and in accordance with Section 255.051, Florida Statues, are held and firmly bound unto the City of North Port, Florida, in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by the City of North Port, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.
The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated _____, for **2025-42 LIFT STATION DIESEL BYPASS PUMPSCOMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY'S REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM)**

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

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

Witness as to Principal:
_____
(By)

_____(SEAL)
(Principal)

_____
Printed Name

Witness as to Surety:
_____

_____(SEAL)
(Surety's Name)

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

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT H

EQUIPMENT LIST, SOURCE OF SUPPLY AND SUBCONTRACTORS

EQUIPMENT

Equipment is located at: _____
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. _____				
2. _____				
3. _____				

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **2025-42 LIFT STATION DIESEL BYPASS PUMPSCOMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION(FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY'S REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM)**

. If Bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

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

1. _____

2. _____

3. _____

SUPPLIER(S)

1. _____

2. _____

3. _____

Date:_____

Signed (P*erson authorized to bind the company*): _____

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT I

QUALIFICATIONS AND REFERENCES

The Bidder (Company) **shall** have been in **COMMERCIAL BUSINESS WITH EXPERIENCE** Contractor shall submit a minimum of four (4) recent (within the past five (5) years) references of projects of similar size and scope involving the furnishing and installing of diesel bypass pumps at lift stations. 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.

1. Business/Customer Name:_____

Name of Contact Person/Title: _____

Telephone# _____E-mail_____

Address_____

Phone Number_____

Duration of Contract or business relationship_____

Type of Services Provided_____

Contract Period: FROM _____ TO_____

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

2. Business/Customer Name:_____

Name of Contact Person/Title: _____

Telephone# _____E-mail_____

Address_____

Phone Number_____

Duration of Contract or business relationship_____

Type of Services Provided_____

Date:_____

Signed (P*erson authorized to bind the company*): _____

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

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

3. Business/Customer Name:_____

Name of Contact Person/Title: _____

Telephone# _____E-mail_____

Address_____

Contract Period: FROM _____ TO_____

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

Phone Number_____

Duration of Contract or business relationship_____

Type of Services Provided_____

Contract Period: FROM _____ TO_____

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

4. Business/Customer Name:_____

Name of Contact Person/Title: _____

Telephone# _____Fax_____E-mail_____

Address_____

Phone Number_____

Duration of Contract or business relationship_____

Type of Services Provided_____

Contract Period: FROM _____ TO_____

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

Signed (P*erson authorized to bind the company*): _____

Name (printed):_____ Title:_____

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

Attachment 1.1

GENERAL INSURANCE

A. 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 **$500,000** for each accident; **$ 500,000** each employee; and **$ 500,000** 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.

The policy must include General Liability with a limit of **$1,000,000** for General Aggregate; **$ 1,000,000** for each occurrence; **$ 1,000,000** for Products and Completed Operations; **$ 100,000** for damage to rented premises; and **$1,000,000** 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.

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 polices 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 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.

UPON REVIEW OF THE INSURANCE REQUIREMENTS, I CONFIRM THAT IF AWARDED THIS BID, I WILL PROVIDE THE SPECIFIED COVERAGE.

Date:_____

Signed (P*erson authorized to bind the company*): _____

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

Attachment 2.2

CONSTRUCTION SERVICES INDEMNITY, AND RELEASE

A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER 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 SHALL FULLY INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL 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 (such as federal express or ups) 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 such insurance coverage will not be deemed a limitation on the **contractor's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

E. Nothing in this Contract shall be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.

F. The terms of this section survive the termination or completion of this Contract work.

Attachment 5

CERTIFICATION 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

_____
Name

_____
Title

_____
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Attachment 6

NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

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

1. Affiant is the _____ of _____, 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 _____, 20_____.

_____
Signature

_____
Printed Name

_____
Title

SWORN ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ___ day of _____ 202__, by _____.

_____
Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Attachment 7

CONFLICT 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

_____
Printed Name

_____
Title

_____
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Attachment 8

PUBLIC ENTITY CRIME INFORMATION

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

I, _____, being an authorized representative of the 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 #: _____Fax #: _____

Federal ID #: _____Email: _____

_____
Signature of Contractor's Authorized Representative

_____
Name and Title of Contractor's Authorized Representative

_____
Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ___ day of _____ 202___, by _____.

_____
Notary Public – State of Florida

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Attachment 9
DRUG FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor, _____ (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:

_____ 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

_____
Printed Name

_____
Title _____
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Attachment 10

SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

1. This Sworn Statement is submitted with Contract No. 2025-42 for the construction of Lift Station Diesel Bypass Pumps Community Development Block Grant Mitigation.
2. This Sworn Statement is submitted by _____ ("Contractor") whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
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 $_____ 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: _____
6. The Contractor has appropriated $_____ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures:
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

_____
Name

_____
Title

SWORN ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____ 20__, by _____ (name), as _____ (title) for _____ (entity).

_____
Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Attachment 11

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: _____
Authorized Representative Name and Title: _____
Address:_____City: _____ State:_____ ZIP: _____
Phone Number: _____Email Address: _____

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

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

CHOOSE ONE OF THE FOLLOWING

____This 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

_____
Name

_____
Title

_____
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Attachment 12

VENDOR'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 renumeration.

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: _____ (Vendor's Company Name)

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Attachment 13

HUMAN TRAFFICKING AFFIDAVIT

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

1. I am over the age of 18 and I have personal knowledge of the matters stated in this affidavit except as otherwise set forth herein.

2. I currently serve as _____ (title) of _____ (Entity).

3. The _____ (Entity) does not use coercion for labor or services, as those terms are defined in Florida Statutes Section 787.06.

4. This affidavit is made pursuant to Florida Statutes Section 92.525.

5. I understand that making a false statement in this affidavit may subject me to criminal penalties.

6. I am authorized to execute this document on behalf of the entity.

Under penalties of perjury, I, _____ as _____ , declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

ENTITY

_____ **[insert name of legal entity, in bold ALLCAPS]**

_____ **signature**

_____ **name and title**

_____ **date**

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Attachment 14

AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN 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. **[Insert if purchasing real property]** 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

_____ **[insert name of legal entity, in bold ALLCAPS]**

_____ **[signature]**

_____ **[insert name and title]**

_____ **[insert date]**

THIS PAGE MUST BE COMPLETED AND SUBMITTED

ATTACHMENT 15:
CERTIFICATION BY BIDDER

Executive Order 11246 (contracts/subcontracts above $10,000)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the ITB opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code): _____
_____
_____
_____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. **Yes [ ] No [ ]**
2. Compliance reports were required to be filed in connection with such contract or subcontract. **Yes [ ] No [ ]**

3. bidder has filed all compliance reports due under applicable instructions. **Yes [ ] No [ ]**

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended?
Yes [ ] No [ ]

Signed, sealed and delivered this _____day of_____, 20__.

By: _____

_____
(Printed Name)

_____
(Title)
STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this____ day of _____, 20___, by _____who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

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

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Attachment 16

CERTIFICATION 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 Bidder 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 Bidder 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 Bidder 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____	_____	_____
Company (Bidder) Name	Tax ID Number	DUNS Number

_____	_____
Authorized Representative Name	Authorized Representative Signature

_____	_____	_____
Federal Issued Tax Identification Number (If Social Security number DO NOT enter)	DUNS Number	CAGE Code issued through www.sam.gov

DATE:_____

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Attachment 17

CERTIFICATIONS AND REPRESENTATIONS

(GRANTFUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7 (currently $100,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No 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 on his or her behalf 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;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

SIGNATURE:_____

COMPANY NAME:_____

DATE:_____

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Attachment 18

ACKNOWLEDGEMENT OF TERMS, CONDITIONS, AND GRANT CLAUSES

Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of North Port for review and approval. The bidder agrees to include in the subcontract that:

(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.

Grant Conditions and Federal 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).

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

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Attachment 19

FEDERAL NON-COLLUSION /LOBBYING CERTIFICATION

_____, being the authorized Agent, certifies that: He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Proposal.

NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

LOBBYING CERTIFICATION

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

(a) 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 either directly or indirectly an officer or employee of any state or federal 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.

(b) 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-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) 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 section 1352, title 31, US Code. Any persons who fail 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 failure."

By:_____

_____ _____

Witness (Printed Name)

_____

(Title)

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Attachment 20

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

Data Collection Form

The Federal Funding Accountability and Transparency Act (FFATA) requires a system to allow federal prime grant awardee recipients to report sub-award activity and executive compensation. The FFATA Subaward Reporting System – FSRS.gov – is the system that allows grant award recipients to electronically report their sub-award activity.

Pursuant to 2 CFR Appendix A to Part 170 - Award Term (as defined in 2 CFR 170.320), and in compliance with the FFATA Subaward Reporting System (FSRS) reporting requirements, Sarasota County must capture and report sub-recipient and executive compensation data regarding its first-tier sub-awards that obligate **equal to or in excess of $30,000** in Federal funds.

ORGANIZATION AND PROJECT INFORMATION:

Active Unique Entity ID (sam.gov): _____ Congressional District _____

Name of Entity:_____

Address of Entity: _____

City _____, State _____, Country _____ Zip code _____

Amount of Sub Award: _____ Federal Contract No. _____

Project Description: _____

Entity's Principal Place of Performance:

City _____, State _____, Country _____ Zip code _____

Congressional District _____

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Attachment 21

EXECUTIVE COMPENSATION INFORMATION:

1) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity with this SAM record, represented by a Unique Entity ID number,) receive:

a) 80 percent or more of its annual gross revenue in Federal procurement contracts (and subcontracts) and Federal financial assistance awards subject to the Transparency Act, as defined at § 170.320 (and subawards); ***and***
b) $25,000,000 or more in annual gross revenue from Federal procurement contracts (and subcontracts) and Federal financial assistance awards subject to the Transparency Act, as defined at § 170.320;

YES_____(answer question #2) NO _____(only signature is required)

2. Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity with this SAM record, represented by a Unique Entity ID number) unless publicly available, through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U. S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986

YES _____only signature is required) NO _____ (provide compensation data and signature)

If you answer No to question #1, compensation data is not required. If you answer No to question #2, please provide the following information below: Names and total compensation of each of the five (5) most highly compensated executives for Sub-recipient's preceding fiscal year. Total compensation includes salary and bonus, awards of stock, stock options and stock appreciation rights, earnings for services under non-equity incentive plans, change in pension value, above-market earnings on deferred compensation which is not tax-qualified, and other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of employee, perquisites or property) for the executive exceeds $10,000. For more information, please see 17 CFR 229.402(c)(2).

Names and total compensation of the five highest compensated officers of the entity:

No.	Name	Title	Total Compensation for Most Recently Completed Fiscal Year

Certification

I certify, on behalf of _____ (Insert Legal Entity Name) that the information provided in response to this information request is complete and accurate. I further certify that I have the authority to provide the requested information and execute this certification on behalf of _____ (Insert Legal Entity Name). Last, I certify that I am fully aware that the information provided in this Data Collection Form will be submitted to https://www.fsrs.gov/ and may be made public.

_____ _____

Signature Title

_____ _____

Name printed Date

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Attachment 22

CONTRACT CHANGES

A. The parties may make changes to the contract work, including additions or deletions, provided that such changes are within the general scope of the contract work. Any change affecting the contract price must be in writing and signed by both parties. The Contractor is not entitled to any increase in price or extension of time unless the contract is changed in accordance with this section.

B. Either party may submit to the other a change proposal, which must identify any proposed changes in contract price or time, explain why the change is believed necessary, and cite to any applicable provision of the contract. Within a reasonable time, the party receiving the proposal shall respond in writing to the other party. If the parties agree to the change, they will execute an amendment to the contract changing its terms.

C. Without invalidating the contract, the City may order additions, deletions, or revisions in the work, provided that such changes are within the general scope of the contract work. Such changes may be accomplished by a contract amendment, if the City Commission and Contractor have agreed as to the effect, if any, of the changes on contract price. If the parties cannot agree, the Contractor shall proceed with the work, or, in the case of a deletion, cease activities with respect to the deleted work, subject to the Contractor's right to claim for additional compensation or time. Any such claim must be made in writing within 14 days. Additional compensation will be limited to Contractor's actual cost of the work, plus reasonable profit and overhead. Nothing in this section shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the contract or governing laws and regulations.

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Attachment 23

SANCTIONS AND PENALTIES

In the event of a breach of the terms of this Contract, the Contractor and its subcontractors will be subject to sanctions and penalties as may be imposed and remedies invoked as provided by rule, regulation, or order of the local, state, and federal agency, and as otherwise provided by law and other terms of this Contract.

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Attachment 24

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.

Attachment 25

PERFORMANCE AND PAYMENT BOND

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

BOND NO.:	
BOND AMOUNT:	$
CONTRACTOR NAME:	**2025-42 LIFT STATION DIESEL BYPASS PUMPSCOMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION** (FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY'S REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM
PRINCIPAL ADDRESS:	
PRINCIPAL PHONE NO.:	
SURETY COMPANY NAME:	
SURETY AGENT:	
PRINCIPAL ADDRESS:	
PRINCIPAL PHONE NO.:	
CITY NAME:	City of North Port, Florida
PRINCIPAL ADDRESS:	4970 City Hall Boulevard North Port, Florida 34286
CITY CONTACT PHONE NO.:	(941) 223.4138
CONTRACT NO.: (if applicable)	2025-22
PROJECT ADDRESS: **(if applicable)**	North Port, Florida _____
DESCRIPTION OF PROJECT: **(if applicable)**	
DESCRIPTION OF IMPROVEMENT:	

_____
_____
_____
_____

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 Obligee ("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 **2025-42 LIFT STATION DIESEL BYPASS PUMPSCOMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY'S REBUILD FLORIDA INFRASTRUCTURE REPAIR PROGRAM** 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

_____

By: _____

_____
Title (SEAL)

_____
Date

SURETY

_____
By: _____ (SEAL)

_____
Title

_____
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.: _____

Section 3 Compliance Information
(Construction Prime Contractor)

Local Government: _____ CDBG Grant #: _____

Project: _____

Part A: Completed only by prime contractor if contract amount is at least $100,000

Contractor Name: _____

	Yes	No
1. Does the business qualify as a "Section 3 business concern" because:		
a) it is at least 51% owned by Section 3 residents*	___	___
OR		
b) at least 30% of its permanent full-time employees are:		
i) currently Section 3 residents* OR	___	___
ii) were Section 3 residents* within first 3 years of employment	___	___
OR		
c) will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above?	___	___

If yes, list any Section 3 subcontractors and subcontract amount:

Name: _____ Amount: $_____

Name: _____ Amount: $_____

Name: _____ Amount: $_____

2. Will the contractor be hiring any additional staff (office or field) for this project? ___Yes ___No

If yes, what types of jobs (e.g., laborer, equipment operator), and how many additional hires estimated in each job type?

_____

_____

* **Section 3 resident** is a member of a family whose total household income does not exceed a certain amount depending on family size and county of residence. The local government will provide a form and the

information needed for each worker to make this determination on a "yes" or "no" basis without specifying exact total household income or income sources.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information.

Part B: Completed only by construction subcontractors if prime contract is at least $100,000
(do not include equipment or material suppliers unless they are installing also)

Subcontractor Name: _____ Subcontract Amount :$_____

	Yes	No
1. Does the business qualify as a "Section 3 business concern" because:		
a) it is at least 51% owned by Section 3 residents*	___	___
OR		
b) at least 30% of its permanent full-time employees are:		
i) currently Section 3 residents* OR	___	___
ii) were Section 3 residents* within first 3 years of employment	___	___

2. Will the subcontractor hire any additional staff (office or field) for this project? ___Yes ___No

If yes, what types of jobs (e.g., laborer, equipment operator, and how many additional hires estimated in each job type?

_____
_____
_____
_____
_____
_____

* **Section 3 resident** is a member of a family whose total household income does not exceed a certain amount depending on family size and county of residence. The local government will provide a form and the information needed for each worker to make this determination on a "yes" or "no" basis without specifying exact total household income or income sources.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information

SECTION 3 BUSINESS APPLICATION

Completed applications should be submitted with this bid.

If you have any questions on the application process,please contact
Valerie Malingowski, Grants Division Manager, 941-423-7001, vmalingowski@northportfl.gov

Section 3 Business Application

Section 3 Business Application Checklist:

- ☐ Complete Section 3 Business Application
- ☐ Organizational Information
  - Articles of Incorporation or Organization (as applicable to business type)
  - Assumed Business Name Certificate
  - Certificate of Good Standing or Active status (as applicable to business type)
  - Partnership Agreement (if applicable)
  - Organizational Chart with Job Titles and Duties
  - Evidence of Business License
  - Other Applicable Documentation
- ☐ Qualifying Section 3 Criteria (Check applicable qualifying criteria below and include all requested supporting documentation)
  - 51% or more owned by low- or very low-income individual;
  - 51% or more owned by a resident of public housing; or
  - 75% of all hours worked over the prior three months worked by Section 3 workers
- ☐ Other Pertinent Information
  - Insurance Certificates
  - Current Financial Statement
  - Statement of Ability to Comply with Public Policy
  - List of all contracts for the past two years
  - W-9 (see last page of this application)

SAMPLE

Section 3 Business Application

Name of Business_____

Physical Address _____

City, State, Zip _____

Mailing Address, if different_____

City, State, ZIP_____

Owner's Name (Please include a copy of State ID or Driver's License)_____

Telephone Number, including area code_____

Email_____

Date Company was established _____

ORGANIZATIONAL INFORMATION

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheet(s).

The company is a: □ Sole Proprietorship □ Partnership □ Joint Venture
□ Corporation (please enclose a copy of corporation papers andcorporate seal)
□ Limited Liability Company (LLC)

General type of work performed by your Company (i.e. general contracting, HVAC, etc):

_____

_____

Are you minority owned (MBE)? Yes □ No □ Woman owned (WBE)? Yes □ No □
(Optional – For reporting purposes only)

Is this business licensed to operate in the certifying locality? Yes □ No □ (Enclose a copy if yes)

Please check and attach the following Business Entity documents, as applicable:

☐ Copy of Articles of Incorporation
☐ Certificate of Good Standing
☐ Organization Chart with titles & duties
☐ Assumed Business Name Certificate
☐ Partnership Agreement
☐ Other Documentation

SAMPLE

Section 3 Business Application

The Applicant must have at least the following insurance coverage for Section 3 contract work:

- Commercial General Liability on an occurrence form for:
  - Bodily injury, and
  - Property damage liability

General Contractor limits of $2,000,000 combined single limit each occurrence covering the Project specifically, and umbrella excess liabilityof $5,000,000
Subcontractor limits will be $1,000,000 combined single limit occurrence,and $2,000,000 umbrella excess liability

- Worker's Compensation:
  - Statutory limits required by State Law
  - Employer's Liability: $100,000
- Comprehensive Automobile Liability
  - Bodily Injury: $1,000,000 Each Person
    $1,000,000 Each Occurrence
  - Property Damage: $1,000,000 Each Occurrence

A copy of above insurance certificates must accompany this application. Coverage shall be maintained forthe life of each contract or subcontract. Lapse of coverage may result in termination of contract and/or termination of approval to participate by the certifying entity.

The Applicant must have a satisfactory record of past work. Applicants with limited or no past performance will be accepted on a "probation" basis, and will not be awarded more than one contract at a time.

Please provide evidence of ability to perform successfully under the terms and conditions of other contracts:

- ☐ Current Financial Statement
- ☐ Statement of Ability to Comply with Public Policy
- ☐ List of all contracts for the past two (2) years

SAMPLE

Section 3 Business Application

QUALIFYING SECTION 3 CRITERIA

The Applicant must satisfy at least one of the following minimum requirements to be qualified as a Section 3 Business Concern. Please check the appropriate box(es):

- ☐ At least 75% of all hours worked over the prior three-month period worked by Section 3 workers (attach supporting documentation)

- ☐ 51% or more owned by low- or very low-income individuals as determined by current HUD income limits for the area where the individual resides (https://www.huduser.gov/portal/datasets/il.html)

NAME & ADDRESS OF OWNER(S)	TITLE	% OWNER	ADJUSTED GROSS INCOME (Attach current proof of income)

- ☐ 51% or more owned by residents of public housing

NAME & ADDRESSOF OWNER(S)	TITLE	% OWNER	PUBLIC HOUSING RESIDENT (Attach current public housing lease)

SAMPLE

Section 3 Business Application

Please sign the statement below certifying accuracy and authorizing the release of information to the certifying entity for the purpose of verifying your references. We have the right to request any additional information to validate information presented.

I certify that my answers are true and complete to the best of my knowledge. I hereby authorize the release of information to the certifying entity for the purpose of verifying my references.

Signature _____ Date _____

SAMPLE

Section 3 Business Application

FIELDS OF INTEREST AND EXPERIENCE

Please indicate the areas of interest and the length of experience within each capacity:

Construction-Related Services	Interest	Length of Experience	Non-Construction/Post-Construction Services	Interest	Length of Experience
Architecture			Appraisal Services		
Bricklaying			Archeology		
Carpentry			Building Inspection Services		
Cement/Masonry			Building Maintenance		
Demolition			Catering		
Drywall			Computers/IT		
Electrical			Courier Services		
Elevator Construction			Engineering		
Engineering			Janitorial		
Environmental Services			Landscaping		
Fencing			Legal Services		
Flooring Installation			Management Consulting		
Heating			Marketing/Photography		
Insulation/Siding			Printing		
Iron Works			Real Estate Services		
Landscaping			Security		
Machine Operation			Surveying Services		
Painting			Transportation		
Plastering			Other:		
Plumbing			Other:		
Roofing			Other:		
Other:			Other:		

What size of jobs in the areas indicated above are preferred?

_____

Please list the suppliers with whom you do business (include the name, address and phone number):

_____

_____

_____

Please list the Subcontractors with whom you regularly do business, if any, and indicate if they areSection 3 qualified*.

SAMPLE

Section 3 Business Application

A. Carpentry: _____ Y/N

B. Electrical: _____ Y/N

C. Plumbing: _____ Y/N

D. Roofing: _____ Y/N

E. Masonry: _____ Y/N

F. Mechanical: _____ Y/N

G. Painting: _____ Y/N

H. Other: _____ Y/N

I. Other: _____ Y/N

J. Other: _____ Y/N

*Section 3 qualified businesses receive preference on federally funded projects

OTHER PERTINENT INFORMATION

Have you ever been convicted of violating Federal, State or Local Law in the course of discharging your duties as a contractor? YES _____ NO _____
If yes, please explain:

SAMPLE

Section 3 Business Application

Have you ever been disbarred from participating as a contractor in any Federal, State or Local Housingprogram? YES_____NO ____

If yes, please explain:

_____

Are you a licensed lead-based paint abatement contractor? YES___ NO _____

If yes, please provide a copy of all worker supervisor and contractor licenses.

Please complete and return the attached W-9 form (found on the last page of this application) along with this application.

REFERENCES

Name	Address	Phone number	Years Associated
Banks			
Trades			
Subcontractors			

SAMPLE

CERTIFICATION

I certify that all of the above information is correct and true to the best of my knowledge, under the penalty of law. I understand that this information will be used to determine my eligibility for the FloridaCommerce CDBG-MIT Grant Section 3 Program, which utilizes funds from the U.S. Department of Housing and Urban Development. The participating agencies do not discriminate againstany person because of race, color, religion, sex, handicap, family status, or national origin. I understand that this application may be rejected if I withhold information requested or provide falsified information.

I understand that a Section 3 Business Concern certification is not an offer of employment. By signing this document I give the certifying entity permission to place my contact information on a list to be shared with businesses and community partners when they are hiring for Section 3 covered projects in the area. If awarded a HUD-funded contract, I agree to comply with all federal and local reporting requirements.

*Printed Name:_____ *Title: _____

*Authorized Signature: _____ Date: _____

*CORPORATE OFFICER OR PERSON AUTHORIZED TO SIGN BIDS AND CONTRACTS ON BEHALF OF THECOMPANY.

FOR INTERNAL USE ONLY

Date Application Received:_____ Reviewed By:_____ Date:_____

Contractor: Does_____ or Does Not_____qualify as a Section 3 Business Concern

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

NOTE TO BIDDERS: You must return ALL applicable forms in this packet with your bid. Failure to do so may result in your bid being disqualified.

Section 3 Goals

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires recipients of certain HUD financial assistance to provide job training, employment, and contracting, to the greatest extent feasible, for low- or very low-income residents in connection with projects andactivities in their neighborhoods. Section 3 is race and gender-neutral and is NOT the same as WBE/MBE.

Contracts over $200,000 trigger Section 3. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 residents and business concerns to meet these *minimum* numeric goals:

1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

Preference for Contracting with Section 3 Business Concerns

City of North Port is required by HUD Regulation 24 CFR Part 75 to make best efforts to contract with businesses that direct economic opportunities to Section 3 workers. As part of its qualitative efforts, FloridaCommerce has elected to institute a preference which stipulates that contract award shall be given to the bidder using the highest number of qualified Section 3 subcontractors and/or workers if the bid is reasonable and no more than ten percent (10%) higher than the lowest responsive bid from any qualified source. This benefit applies to ALL projects, even if Section 3 is not triggered.

Programmatic Responsibilities

Contractors and/or Subcontractors are expected to meet the minimum goals listed above, to the greatest extent feasible. (Note: Section 3 maynot be required for all projects, but best efforts to comply with the minimum numerical goals are still highly recommended.) All efforts to utilize Section 3 businesses and workers should be documented, and this Section 3 Project Plan should be submitted for all relevant project bids.

Submit FORMS 1 & 2 for all projects or FORMS 1 – 5 for all Section 3-triggered projects (over $200,000) at the time of the bid submission or application for funding.

FORM 1 – SECTION 3 ASSESSMENT AND CERTIFICATIONS

This form is required for ALL projects and must be submitted with bid or application for funding.

Project Information

Project Name:
Project Location or Address(es):

Developer/Contactor Information:

Name of Firm:	Address:
Authorized Representative:	Title:
Phone:	Email:

1. Check all that apply to your business:
   - ☐ Your business is at least 51% owned and controlled by low- or very low-income persons
   - ☐ Over 75% of the labor hours performed for your business over the past three-month period were performed by Section 3 workers
   - ☐ Your business is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing
   - ☐ None of the above
2. Will you be hiring new employees or providing new training opportunities because of this contract? ☐ Yes ☐ No
3. Will you be using subcontractors to complete this project? ☐ Yes ☐ No
4. Is your bid/contract amount greater than $200,000? ☐ Yes ☐ No

If response to item 4 above is "YES," Section 3 requirements will be fully enforced on this project. Failure to comply may result in the suspension offunding. Please complete the certifications below and submit FORMS 1-5 with your bid or application for funding.

If NO, Section 3 participation is strongly encouraged but not required. Please attempt to meet the Section 3 goals to the greatest extent feasible. You must still complete the certifications below as applicable and return FORMS 1 and 2 with your bid or application for funding.

Certifications		YES	NO	N/A
All Projects:	By completing and signing this form, I agree to comply with all applicable requirements of the Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)	☐	☐	
	I understand that I must complete and submit FORMS 1 and 2 and submit them with my bid even if my bid is under $200,000.	☐	☐	
Projects over $200K:	I have included/will include the Section 3 Clause (FORM 5) in all subcontracts for which Section 3 compliance is required.	☐	☐	☐
	I understand that I am required to submit quarterly and final Section 3 reports (FORM 6), associated forms as applicable (FORMS 2, 3 and 4) and supporting documentation.	☐	☐	☐
	I agree that my company has made and will continue to make efforts "to the greatest extent feasible" to comply with Section 3 as required by HUD.	☐	☐	☐
	I understand the minimum numerical goals for Section 3 participation and I have completed FORMS 1 through 4 and attached them to my bid.	☐	☐	☐

I declare that all statements contained inthis form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subjectto investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18

U.S. Code § 1001.

_____ _____

Authorized Representative Signature Date

City of North Port

Section 3 *Project* Implementation Plan

FORM 2 – SUBCONTRACTOR INFORMATION, VERSION (1, 2, 3)

This form is required for ALL projects (regardless of whether Section 3 is triggered) and must be submitted with bid or application for funding. If project is over $200,000 in HUD funds, this form must be updated and re-submitted at the time of contract execution and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Check the box that applies and complete the table if applicable:

- ☐ This project WILL NOT utilize subcontractors.
- ☐ This project MAY utilize the following subcontractors:

No.	Sect3 Bus.	Subcontractor Name	Subcontractor Address and Phone Number	Trade	Subcontract Amount
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					

FORM 3 – LIST OF PERMANENT EMPLOYEES, VERSION (1, 2)

This form is required for all Section 3-triggered projects (over $200,000) and must be submitted with bid or application for funding and again with the final Section 3 compliance report.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

Please list all current permanent employees (both full and part-time) employed by your company (or local/regional office) as of the signature date on FORM 1, as well as employees of all subcontractors working on this project. Use additional sheets as necessary. A computer-generated employee registry can be provided in lieu of this form if it includes the worker's name, employer and job category and indicates Section 3/targeted Section 3 status.

No.	Name of Worker	Employer	Job Category/Trade	Section 3 Worker (Y/N)	Targeted Section 3 Worker (Y/N)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Please note that your business may be eligible for Section 3 Business certification if at least 75% of your labor hours performed on all contracts over the past three-month period were performed by employees who meet one of the following categories below:

- The worker lives within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- The worker is a HUD YouthBuild participant; or
- The worker's income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at https://www.huduser.gov/portal/datasets/il.html.)

FORM 4 – DOCUMENTATION OF QUALITATIVE EFFORTS

This form is required for all Section 3-triggered projects (over $200,000) and must be submitted with bid or application for funding, as well as with all quarterly or final compliance reports that indicate numeric goals were not met. Please fill out this form completely. Attach additional pages if needed.

Project Name	Contract Execution Date	Construction Start Date	Today's Date

1. Describe all efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, to Section 3 workers. Attach additional pages if needed.

Attach supporting documentation such as:

- Copies of all publications, notices, pictures of posted notices, and other outreach materials.
- List of all Section 3 workers that responded to your responded to your outreach efforts (e.g., submitted job applications, phone logs, etc.); were any of them hired? If not, please explain why.

2. Describe all efforts made to notify Section 3 businesses of any subcontracting opportunities generated by HUD financial assistance for this project, to the greatest extent feasible. Attach additional pages if needed.

Attach supporting documentation such as:

- Section 3 Business List used in solicitation. Must have been provided by FloridaCommerce prior to solicitation and should be no more than 30 days old at the time of solicitation.
- List of Section 3 business included in solicitation and documentation of efforts (emails, letters, phone, logs, etc.).
- List of Section 3 businesses that responded to your solicitation and/or outreach efforts; were any ofthem hired? If not, please explain why.
- Copies of all publications, notices, pictures of posted notices, and any other outreach material utilized.

FORM 4 – DOCUMENTATION OF QUALITATIVE EFFORTS (CONTINUED)

3. Describe all additional qualitative efforts made to comply with Section 3 requirements. See below for examples. Attach all applicable supporting documentation.

4. If there are employment opportunities associated with your project, include a draft of the proposed signage. Section 3 signage should be posted at the construction site. Signage must be large enough to be visible from the street. The sign must (a) identify the name of the project, (b) state the project is a HUD Section 3 Project, and (c) include the name, phone number and email address of an appropriate point of contact regarding employment opportunities.

Examples of Qualitative Efforts

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers
- Provide training or apprenticeship opportunities
- Provide technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching)
- Assist or connect Section 3 workers with drafting resumes, preparing for interviews, and finding job opportunities
- Hold one or more job fairs
- Provide or refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare)
- Provide assistance to apply for or attend community college, a four-year educational institution, or vocational/technical training
- Help Section 3 workers to obtain financial literacy training and/or coaching
- Engage in outreach efforts to identify and secure bids from Section 3 business concerns
- Provide technical assistance to help Section 3 business concerns understand and bid on contracts
- Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns
- Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
- Other:

FORM 5 – SECTION 3 CONTRACT CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

FORM 6 – SECTION 3 PROJECT COMPLIANCE REPORT

This form is required for all Section 3-triggered projects (over $200,000) and must be submitted according to the following schedule:

Quarterly
January – March: Due April 15th
April – June: Due July 15th
July – September: Due October 15th
October – December: Due January 15th

Final
Must cover the entire project from start date to completion date. Final report is due 30 days after completion.

Project Name:	Contractor:
Project Location:	Report Type: ☐ Quarterly ☐ Final
Reporting Period Start Date:	Reporting Period End Date:

I. SECTION 3 CONTACT INFORMATION

Contractor Section 3 Point of Contact:	
Phone:	Email:

II. SECTION 3 HOURS WORKED – *Report the number of Section 3 hours for this reporting period. Attach time records to support the information provided.*

A. Total hours worked this period by all workers	B. Number of Section 3 hours worked this period	% Section 3 hours (Divide column B by column A)

III. TARGETED SECTION 3 HOURS WORKED – *Report the number of targeted Section 3 hours for this reporting period. Attach time records to support the information provided.*

A. Total hours worked this period by all workers	B. Number of targeted Section 3 hours worked this period	% Targeted Section 3 hours (Divide column B by column A)

IV. QUALITATIVE EFFORTS – If this report indicates numeric goals were not met, attach FORM 4 describing any qualitative efforts made to increase Section 3 participation for this reporting period.

V. ADDITIONAL ATTACHMENTS – For the final Section 3 compliance report, attach FORMS 2 and 3 with updated information (versions 2 or 3).

I declare that all statements contained inthis form and any accompanying documents are true and correct, and made with full knowledge that all statements given are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or revocation of funding or other penalties as prescribed under 18 U.S. Code § 1001.

Signature:_____ Date: _____

Print Name:_____ Title: _____

SAMPLE

Section 3 *Project* Implementation Plan

FORM 7 – SECTION 3 BUSINESS OUTREACH FORM

Please complete this form to determine if your business may qualify as a Section 3 Business. Businesses that qualifywill be contacted by the City of North Port Section 3 Coordinator to complete a Section 3 Business Application and asked to provide additional documentation to verify their status as a Section 3 Business.

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (24 CFR Part 75) that requires recipientsof certain HUD financial assistance, to the greatest extent possible, to provide job training, employment, and contract opportunities for low- or very low-income residents in connection with projects and activities in their neighborhood.

A business can qualify as Section 3 if it meets one of the following criteria:

A. It is at least 51% owned and controlled by low- or very low-income persons;
B. Over 75% of the labor hours performed for the business over the past three-month period were performed by workers who met at least one of the criteria below; or
C. It is at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Workers must meet one of the following criteria for a business to qualify as Section 3 under item B above:

- Reside within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);
- Be a HUD YouthBuild participant; or
- Income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at https://www.huduser.gov/portal/datasets/il.html.)

Subcontractor Information

Company Name:		
Contact Person:		
Address:		
City:	State:	Zip:
Phone:	Email:	

I have reviewed the above information and my business MAY QUALIFY as a Section 3 Business. Please contact meabout completing an application.

I have reviewed the above information and my business DOES NOT QUALIFY as a Section 3 Business.

Signature of Business Owner _____ Date _____

Please return completed forms with bid:

Section 3 *Project* Implementation Plan

FORM 8 – SECTION 3 WORKER OUTREACH FORM

Please complete this form to determine if you may qualify as a Section 3 or Targeted Section 3 Worker. Workers who qualifywill be contacted by City of North Port Section 3 Coordinator to complete a Section 3 Worker Application and asked to provide additional documentation to verify their status as a Section 3 or Targeted Section 3 Worker.

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (24 CFR Part 75) that requires recipientsof certain HUD financial assistance, to the greatest extent possible, to provide job training, employment, and contract opportunities for low- or very low-income residents in connection with projects and activities in their neighborhood.

A worker can qualify as Section 3 if they meet one of the following criteria:

- Are employed by a Section 3 business concern;
- Are a HUD YouthBuild participant; or
- Their income for the previous or annualized calendar year is below 80% of the current area median income for the area in which the worker resides. (Use the worker's annual gross income based on AMI for a single-person household.) HUD income limits can be found at https://www.huduser.gov/portal/datasets/il.html.)

A worker can qualify as targeted Section 3 if they meet one of the following criteria:

- Are employed by a Section3 business concern.
- Are a HUD YouthBuild participant; or
- Reside within one mile of the Section 3 project (or, if fewer than 5,000 people live within one mile of the Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census);

Worker Information

Name:		
Employer Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

I have reviewed the above information and I MAY QUALIFY as a Section 3 or Targeted Section 3 worker. Please contact me about completing an application.

I have reviewed the above information and I DO NOT QUALIFY as a Section 3 or Targeted Section 3 worker.

Signature _____ Date _____

Please return completed forms with bid:

Section 3 Compliance Information
(Construction Prime Contractor)

Local Government: _____ CDBG Grant #: _____

Project: _____

Part A: Completed only by prime contractor if contract amount is at least $100,000

Contractor Name: _____

	Yes	No
1. Does the business qualify as a "Section 3 business concern" because:		
a) it is at least 51% owned by Section 3 residents*	___	___
OR		
b) at least 30% of its permanent full-time employees are:		
i) currently Section 3 residents* OR	___	___
ii) were Section 3 residents* within first 3 years of employment	___	___
OR		
c) will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above?	___	___

If yes, list any Section 3 subcontractors and subcontract amount:

Name: _____ Amount: $_____

Name: _____ Amount: $_____

Name: _____ Amount: $_____

2. Will the contractor be hiring any additional staff (office or field) for this project? ___Yes ___No

If yes, what types of jobs (e.g., laborer, equipment operator), and how many additional hires estimated in each job type?

_____

_____

* **Section 3 resident** is a member of a family whose total household income does not exceed a certain amount depending on family size and county of residence. The local government will provide a form and the information needed for each worker to make this determination on a "yes" or "no" basis without specifying exact total household income or income sources.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information.

Part B: Completed only by construction subcontractors if prime contract is at least $100,000
(do not include equipment or material suppliers unless they are installing also)

Subcontractor Name: _____ Subcontract Amount :$_____

	Yes	No
1. Does the business qualify as a "Section 3 business concern" because:		
a) it is at least 51% owned by Section 3 residents*	___	___
OR		
b) at least 30% of its permanent full-time employees are:		
i) currently Section 3 residents* OR	___	___
ii) were Section 3 residents* within first 3 years of employment	___	___

2. Will the subcontractor hire any additional staff (office or field) for this project? ___Yes ___No

If yes, what types of jobs (e.g., laborer, equipment operator, and how many additional hires estimated in each job type?

_____
_____
_____
_____
_____
_____

* **Section 3 resident** is a member of a family whose total household income does not exceed a certain amount depending on family size and county of residence. The local government will provide a form and the information needed for each worker to make this determination on a "yes" or "no" basis without specifying exact total household income or income sources.

Note: This contract is funded with federal funds and this information is required for reporting purposes. See Section 3 portion of CDBG Supplemental Conditions for additional information

CITY CONTRACT
SAMPLE CONSTRUCTION TEMPLATE
(SUBJECT TO CHANGE)

This Contract No. _____ **[insert contract number]** ("Contract") is entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("City") and _____ **[insert name of Organization or other Legal Entity, exactly as name appears in the corporate records at Sunbiz.org]**, a _____ **[insert name of state]** _____ **[insert type of entity as designated at Sunbiz.org; i.e., "Florida nonprofit corporation"]**, registered to do business in the State of Florida, whose principal place of business is _____ **[insert address]** ("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:
MAJUERE

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. All work performed under the provisions of this Contract must be completed no later than _____ (____) **[insert number of days in alphabetical and numerical format]** calendar days from the notice to proceed, subject only to delays caused through force majeure. City holidays will be counted as calendar days. The work must be substantially completed no later than _____ (____) **[insert number of days in alphabetical and numerical format]** calendar days from the notice to proceed, with final completion within _____ (____) **[insert number of days in alphabetical and numerical format]** calendar days after attaining substantial completion or after delivery to the Contractor of the punch list of items for final completion, whichever is later ("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.

(3) Extensions. Contract Time may be extended due to unforeseen circumstances or unknown site conditions that alter the scope of work only as agreed to in writing by both parties and incorporated into the Contract as a change order or amendment.

C. Process for Completion.

(1) Delivery of Documents Prior to Substantial Completion. _____ **[insert "Fourteen (14)" OR for complex contracts insert number of calendar days in alphabetical and numerical format]** 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. The City must issue a written notice of substantial completion 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.

(3) Punch List.

(a) Development and Delivery. The City will develop the final punch list within _____ **[Select one: (insert "thirty (30) calendar days" for construction projects having an estimated cost of less than $10,000,000) OR (insert "sixty (60) calendar days" for construction projects having an estimated cost of $10,000,000 or more]** after delivering the notice of substantial completion. Delivery of the list will not exceed five (5) calendar days after the list has been developed.

(b) Process for Development; Contractor's Response. No later than twenty (20) calendar days after delivering the notice of substantial completion, the City will deliver to the Contractor a punch list and related questions. The punch list must identify the remaining items required to render the construction services complete, satisfactory, and acceptable to the City and for the Contractor to meet its obligations under this Contract. The Contractor must deliver a response to all questions no later than five (5) calendar days after receipt. The City will deliver the final punch list no later than five (5) calendar days after receiving the Contractor's response.

(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 submittal of the application for reduction of retainage or final payment.

2. CONTRACT PRICE.

The Contract Price is _____ **[insert value in alphabetical and $ numerical format; i.e., ONE DOLLAR AND NO/CENTS ($1.00)]** ("Contract Price").

3. CONTRACT DOCUMENTS.

A. Scope and Incorporation of Bid Documents. The work includes _____ **[insert brief description of the work]** as described in the Request for Bid No. _____ **[insert bid number]** ("RFB"), including plans, drawings, specifications, addenda, permits, diagrams, and other related documents, as well as the Contractor's response to the RFB (collectively, "Contract Documents"). The Contract Documents are specifically made a part of this Contract and are incorporated by reference. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

(1) This Contract and all attachments and exhibits.

(2) The RFB, including all attachments and addenda.

(3) The Contractor's response to the solicitation.

(4) Specific direction from the City Manager or designee.

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.

C. Public Records Law. In accordance with Florida Statutes Section 119.0701, 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" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the City. 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 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 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.

D. 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.

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

F. 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.

G. 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.

H. 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.

I. Other Requirements. Contractor must comply with the Special Conditions for Community Development Block Grant (CDBG) as attached in Exhibit A, the Davis Bacon Wage Rate as Attached in Exhibit B, HUD-4010 U.S. Department of Housing and Urban Development Federal Labor Standards Provisions Office of Davis-Bacon and Labor Standards as Attached in Exhibit C, Appendix II to Part 200 of the CFR as Attached in Exhibit D, Equal Opportunity for Veterans as Attached in Exhibit E, and Section 3 contract clause as Attached in Exhibit F. To the extent that the terms of this Contract conflict with the special conditions for CDBG and Davis Bacon Wage Rate, the special conditions will control.

5. 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. 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'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.

6. LIQUIDATED DAMAGES.

A. Generally. The work performed must be completed within the Contract Time.

B. Amount. The City and the Contractor agree that the City will suffer damages if the work is not substantially completed within the Contract Time, plus any extensions allowed by Change Order(s). The parties further agree determining the exact value of the City's damages due to a delay in the substantial completion of the work would be a difficult, time consuming, and costly process. The parties agree that it is in their mutual interest to establish a figure of _____ **[insert value in alphabetical and $ numerical format; i.e., ONE DOLLAR and NO CENTS ($1.00)]** as liquidated damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that substantial completion is delayed beyond the Contract Time.

C. Adjustments prohibited. The parties agree that neither will make any claim to increase or reduce the amount to be paid under liquidated damages as the result of any calculation of actual damages the City suffered as the result of delay in the substantial completion of the work.

7. BOND REQUIREMENTS.

C. 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 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.

8. CONTRACTOR'S INSURANCE.

A. Insurance.

(1) Before performing any work, the Contractor and subcontractors must procure and maintain during the Contract Time the insurance identified in this Section 8 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 insurance policies must remain in full force and effect until their obligations and warranty periods have been discharged or satisfied.

(2) The policies of insurance must be primary and written on forms acceptable to the City, 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."

(3) The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon written agreement with the Contractor.

(4) Proof of insurance must be filed by the Contractor with the City within ten (10) calendar days after the Effective Date of this Contract.

(5) These insurance requirements are minimum requirements 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 by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor is free to purchase additional insurance as it may determine necessary. The extent of the 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 $_____ **[insert numerical value, must obtain confirmation from Risk, i.e. $1,000,000]** for each accident; $_____ **[insert numerical value, must obtain confirmation from Risk]** for each employee; and $_____ **[insert numerical value, must obtain confirmation from Risk]** policy limit for bodily injury or disease.

C. Comprehensive Commercial General Liability Insurance. 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.

(1) The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.

(2) The policy must include General Liability with a limit of $_____ **[insert numerical value, must obtain confirmation from Risk]**for general aggregate; $_____ **[insert numerical value, must obtain confirmation from Risk]**for each occurrence; $_____ **[insert numerical value, must obtain confirmation from Risk]**for products and completed operations; $_____ **[insert numerical value, must obtain confirmation from Risk]**for damage to rented premises; and $_____ **[insert numerical value, must obtain confirmation from Risk]**for fire damage.

D. Automobile Liability Insurance. Automobile liability insurance to include all owned, leased, hired, and non-owned vehicles.

(1) Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if the Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

(2) The policy must include liability insurance with a limit of $_____ **[insert numerical value, must obtain confirmation from Risk]** for Combined Single Limit (CSL) for each accident; $_____ **[insert numerical value, must obtain confirmation from Risk]** per person for bodily injury; $_____ **[insert numerical value, must obtain confirmation from Risk]** per accident for bodily injury; and $_____ **[insert numerical value, must obtain confirmation from Risk]** per accident for property damage.

E. Other Insurance. Other insurance is only required if checked below. If not checked, the referenced insurance is not required. **[if applicable, select all that apply]**

[ ] Builder's Risk Insurance for the Course of Construction or Installation Floater Insurance. The policy must include the "All Risk" (Special Perils) coverage with limits equal to the completed value of the project; and must not include coinsurance penalty provisions.

[ ] Contractor's Pollution Legal Liability for Projects Involving Environmental Hazards. The policy must include liability insurance with a limit of $_____ **[insert numerical value, must obtain confirmation from Risk]** for each occurrence or claim and $_____ **[insert numerical value, must obtain confirmation from Risk]** for policy aggregate.

[ ] Environmental/Pollution Liability**.** Required when chemicals being used are listed as "hazardous" on www.epa.gov website**.** The Environmental/Pollution Liability policy must include a limit of $_____ **[insert numerical value, must obtain confirmation from Risk]** general aggregate, and $_____ **[insert numerical value, must obtain confirmation from Risk]** each occurrence. The Contractor must notify the City prior to usage of hazardous chemicals so that adequate insurance coverage is provided prior to use. Failure to notify the City shall be deemed a material breach of this Contract.

F. 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.

G. Policy Form.

(4) All policies required by this Contract, except for Workers' Compensation, 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 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 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, the 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. The Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City.

(6) All certificates of insurance must be approved by the City before commencement of any work. 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. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract. No changes may be made to these specifications without prior written approval by the City Manager or designee.

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

9. INDEMNITY, DEFENSE, AND RELEASE.

A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER 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, 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 this Contract.

10. TERMINATION.

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 vendors 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 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 Florida Statutes Section 166.241, as 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.

C. 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.

D. 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.

E. 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.

F. 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 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.

G. 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.

H. 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.

I. 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.

(2) 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.

(3) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

J. 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.

11. EQUAL EMPLOYMENT OPPORTUNITY.

The City of North Port, Florida, consistent with the provisions of Title VII of the Civil Rights Act of 1964 ("Title VII") and the regulations issued pursuant to Title VII and Florida Statutes Section 287.09451, states that in any contract entered into pursuant to the advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to the advertisement and will not be discriminated against on the grounds of race, color or national origin

in consideration for an award.

12. 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:
_____ **[insert name]**, Project Manager
City of North Port
_____ **[insert Department]**
_____ **[insert address]**
North Port, Florida _____ [**insert zip code]**
_____ **[insert telephone]**
_____ **[insert email address]**

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

As to Contractor:
_____ **[insert name of Contractor]**
_____ **[insert name of person signing]**
_____ **[insert address]**
_____ **[insert city, state, and zip code]**
_____ **[insert telephone]**
_____ **[insert email address]**

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.

13. 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.

14. SCRUTINIZED COMPANIES.

A. Certification. As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.

B. Requirements. As required by Florida Statutes Section 287.135(5), for contracts of $1,000,000 or more, the Contractor must certify on a form provided by the City, that all of the following are true:

(1) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and

(2) The Contractor is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and

(3) The Contractor is not engaged in business operations in Cuba or Syria.

C. Termination. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate this Contract.

D. Penalty.

(1) A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of this Contract, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and

(2) Will be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

15. FORCE MAJEURE.

A. Should performance of any obligation created under this Contract become illegal or impossible by reason of:

(1) A strike or work stoppage, unless caused by a negligent act or omission of either party;

(2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

(3) 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;

(4) A declared emergency of the federal, state, or local government; or

(5) 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:

(6) 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;

(7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

8. No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and

9. The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. 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.

C. 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.

D. 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.

16. 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. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing the City's financial obligations under this Contract will require approval by the City Commission. The City Commission hereby authorizes the City Manager or 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.

I. Assignment. The Contractor must not assign this Contract or any right or responsibility without the written consent of the City.

J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. 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.

IF APPLICABLE, INSERT "17. ATTACHMENTS AND SUPPLEMENTAL TERMS AND CONDITIONS." (from separate template, see Template Library *CONTRACT < FEMA ATTACHMENTS for* public assistance contracts]

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

CONTRACTOR

_____ [insert name of legal entity as reflected in Sunbiz.org, in all CAPS]

By: _____
Name: _____
Title: _____
[insert name/title of authorized agent as reflected in Sunbiz.org]

INSERT CURRENT SWORN NOTARY ACKNOWLEDGEMENT (from separate template)

Exhibit A

Small Cities Community Development Block Grant Program Form SC-66

Supplemental Conditions for Construction Contracts

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

1. Termination (Cause and Convenience)

2. Access to Records

3. Retention of Records

4. Remedies

5. Buy America Preference

6. Environmental Compliance (Clean Air Act and Federal Water Pollution Control Act)

7. Energy Efficiency

8. Conflict of Interest

9. Utilization of Minority- and Women-Owned Business Enterprises (M/WBEs)

10. Davis-Bacon Act

11. Contract Work Hours and Safety Standards Act

12. Health and Safety

13. E-Verify

14. Equal Opportunity Provisions

1. Termination (Cause and Convenience)

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be affected unless the other party is given:

(1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and

(2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in l(a) above.

C. If termination for default is affected by the local government, an equitable adjustment in the price for this contract shall be made, but

(l) no amount shall be allowed for anticipated profit on unperformed services or other work, and

(2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is affected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications,

summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in progress.

E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

2. Access to Records

The Florida Department of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of the Treasury, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, as they may relate this contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

3. Retention of Records

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

4. Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

5. Buy America Preference

A. All iron and steel used in this project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

B. All manufactured products used in this project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

C. All constructed materials used in this project must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

D. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project.

6. Environmental Compliance

If this contract exceeds $150,000, the contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the U.S. Department of the Treasury and the Atlanta Regional Office of the Environmental Protection Agency (EPA). The contractor shall include this clause in any subcontracts over $150,000.

7. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. Conflict of Interest

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall incorporate the language set forth in this paragraph prohibiting conflict of interest in all subcontracts.

9. Utilization of Minority- and Women-Owned Business Enterprises (M/WBEs)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

10. Davis-Bacon Act (Applicable to contracts/subcontracts $2,000 or more)

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such

laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination.

2. The classification is utilized in the area by the construction industry.

3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

2. Withholding

The Department of Commerce shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Department of Commerce may, after written notice to the contractor,

sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Department of Commerce if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of Commerce. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired.

Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the U.S. Department of the Treasury if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Department of Commerce, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

a. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Commerce or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that

determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be

permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal Employment Opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act requirements

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the U.S. Department of the Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11. Contract Work Hours and Safety Standards Act (Applicable to contracts/subcontracts $100,000 or more)

1. Overtime requirements

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages

In the event of any violation of the clause set forth in paragraph (1.) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages

The Department of Commerce shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

12. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).

(3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of the Treasury or the Secretary of Labor shall direct as a means of enforcing such provisions.

13. E-Verify

A. Section 448.095, Florida Statutes, requires the following:

1. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required

under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

B. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

https://www.e-verify.gov/.

C. If the contractor does not use E-Verify, the contractor shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this contract.

14. Equal Opportunity Provisions

A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Applicable to contracts/subcontracts above $10,000)

1. As used in these specifications:

(a). “Covered area” means the geographical area described in the solicitation from which this contract resulted.

(b). “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

(c). “Employer identification number” means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

(d). “Minority” includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race).

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands).

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation, and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60–4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions

of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other

Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

(a). Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(b). Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c). Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and

was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

(d). Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(e). Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.

(f). Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(g). Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h). Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

(i). Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j). Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

(k). Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60–3.

(l). Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

(m). Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

(n). Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(o). Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(p). Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60–4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

B. Contracts Not Subject to Executive Order 11246, as Amended (Applicable to contracts/subcontracts $10,000 and under)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

C. Equal Opportunity Clause (Applicable to contracts/subcontracts above $10,000)

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Age Discrimination in Employment Act of 1967, as Amended

It shall be unlawful for an employer-

(1) To fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age.

(2) To limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age.

(3) To reduce the wage rate of any employee in order to comply with this section.

F. Title II of the Genetic Information Nondiscrimination Act of 2008

(1) Under Title II of the Genetic Information Nondiscrimination Act (GINA), it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information.

The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

(2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

G. Section 3 of the Housing and Urban Development Act of 1968

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

(2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(3) The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's

commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s)taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts. End of Special Provisions

Exbibit B

PREVAILING WAGE RATES

"General Decision Number: FL20250133 01/03/2025

Superseded General Decision Number: FL20240133

State: Florida

Construction Type: Heavy

County: Sarasota County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

|_____|_____|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/03/2025

ELEC0915-003 12/01/2024

	Rates	Fringes
ELECTRICIAN	$ 34.57	43%+0.35

ENGI0487-034 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom	$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes	$ 38.01	16.85
Group 3		
Cranes not described above, Drill Rig, Horizontal Directional Drill Operator, Horizontal Direction Drill Locator	$ 37.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0397-006 07/01/2024

	Rates	Fringes

IRONWORKER, STRUCTURAL.....$ 35.25 17.32

LABO0517-002 05/01/2023

Rates Fringes

LABORER: Grade Checker.....$ 22.61 11.59

PAIN0088-008 06/01/2021

Rates Fringes

PAINTER: Brush, Roller and
Spray.....$ 20.21 12.38

SUFL2009-172 06/24/2009

Rates Fringes

CARPENTER.....$ 14.95 ** 2.92

CEMENT MASON/CONCRETE FINISHER...$ 14.77 ** 3.50

LABORER: Common or General.....$ 9.50 ** 1.69

LABORER: Landscape.....$ 7.25 ** 0.00

LABORER: Pipelayer.....$ 13.75 ** 2.06

LABORER: Power Tool Operator
(Hand Held Drills/Saws,
Jackhammer and Power Saws
Only).....$ 10.63 ** 2.20

OPERATOR: Asphalt Paver.....$ 11.59 ** 0.00

OPERATOR: Backhoe Loader
Combo.....$ 16.10 ** 2.44

OPERATOR: Backhoe/Excavator.....$ 15.00 ** 0.52

OPERATOR: Bulldozer.....$ 17.00 ** 0.00

OPERATOR: Grader/Blade.....$ 16.00 ** 2.84

OPERATOR: Loader.....$ 14.75 ** 0.00

OPERATOR: Mechanic.....$ 14.32 ** 0.00

OPERATOR: Roller.....$ 10.76 ** 0.00

OPERATOR: Scraper.....$ 11.00 ** 1.74

OPERATOR: Trackhoe.....$ 20.92 5.50

OPERATOR: Tractor.....$ 10.54 ** 0.00

TRUCK DRIVER, Includes Dump
Truck.....$ 11.00 ** 0.00

TRUCK DRIVER: Lowboy Truck.....$ 12.73 ** 0.00

TRUCK DRIVER: Off the Road
Truck.....$ 12.21 ** 1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on

a wage determination matter
d) an initial conformance (additional classification
and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

End of Prevailing Wage Rates

Exhibit C

HUD-4010 U.S. Department of Housing and Urban Development
Federal Labor Standards Provisions Office of Davis-Bacon and Labor Standards

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1 2

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
iv. Fringe benefits not expressed as an hourly rate
Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
v. Unfunded plans
If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages. Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1 3

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its reprocurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. **Basic record requirements**

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1 4

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/ sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1 5

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
iv Required disclosures and access
A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1 6

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker’s hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor’s registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract. Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1 7

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1 8

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

B. A contracting agency for its reprocurement costs;

C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

D. A contractor's assignee(s);

E. A contractor's successor(s); or

F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1 9

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law. Previous editions obsolete Form HUD-4010, (10/2023) ref. Handbook 1344.1 10

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit D

Appendix II to Part 200

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
(K) See § 200.322 Procurement of recovered materials.

EXHIBIT E
EQUAL OPPURTUNITY FOR VEVRAA PROTECTED VETERANS

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i. Recruitment, advertising, and job application procedures.

ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

iii. Rates of pay or any other form of compensation and changes in compensation.

iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v. Leaves of absence, sick leave, or any other leave.

vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.

vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii. Activities sponsored by the contractor including social or recreational programs.

ix. Any other term, condition, or privilege of employment.

2. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

3. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a *bona fide* job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

4. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

6. As used in this clause: i. *All employment openings* includes all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

ii. *Executive and senior management* means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

iii. *Positions that will be filled from within the contractor's organization* means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

8. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

9. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

10. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

11. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

12. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

[3] The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

EXHIBIT F

SECTION 3 CONTRACT CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

VIII. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

IX. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they areunder no contractual or other impediment that would prevent them from complying with the part 75 regulations.

X. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and willpost copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

XI. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

XII. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

XIII. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

XIV. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b)of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CONSTRUCTION DRAWINGS
FOR THE

PUMP STATION DIESEL PUMP INSTALLATION

DRAWING INDEX		
SHEET#	DWG	NAME & DESCRIPTION
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FIG 02	02	LOCATION AND KEY MAPS
FIG 03	03	GENERAL NOTES
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FIG 25	25	LS25 - 5798 KENWOOD DRIVE
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DETAILS	04	DETAILS

BOARD OF CITY COMMISSIONERS

DEMETRIUS PETROW
District 1

BARBARA LANGDON
District 2

DAVID DUVAL
District 3

PETE EMRICH, VICE MAYOR
District 4

PHIL STOKES, MAYOR
District 5

ALFRED JEROME FLETCHER II ICMA-CM, MPA
CITY MANAGER

JULIE BELLIA
Assistant City Manager

JASON YARBOROUGH
Assistant City Manager

MICHAEL ACOSTA, PE
Utilities Engineering Manager

UTILITY OFFICE

6644 WEST PRICE BOULEVARD
NORTH PORT, FL 34291
PHONE: 941-240-8000

PREPARED FOR:
CITY OF NORTH PORT

NorthPort FLORIDA

ISSUED FOR BID
NOT FOR CONSTRUCTION

AUGUST 2025

WESTON HAGEN LICENSE No. 77777 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY WESTON HAGGEN ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 471.025, F.S., AND RULE 61G15-23, F.A.C.

ALL SHEETS HEREIN.

CHA CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION #28386
2502 N ROCKY POINT DRIVE, SUITE 145
TAMPA, FL 33607
TEL: (813) 549-0919

CHA Project No. 093378

REV	DATE	DESCRIPTION	BY
0	08/2025	ISSUED FOR BID	VVV,PFH

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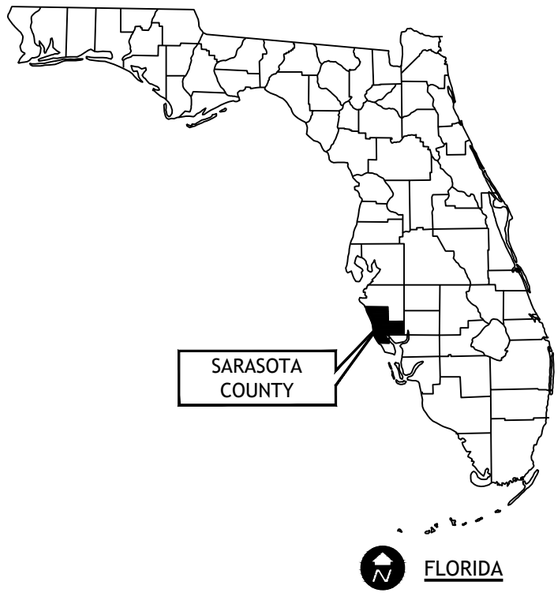

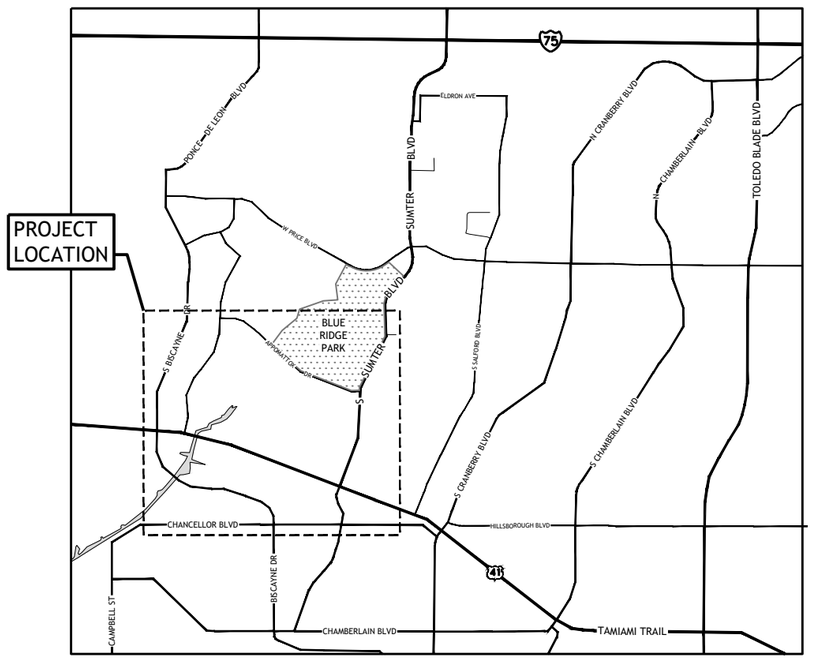

LOCATION MAP
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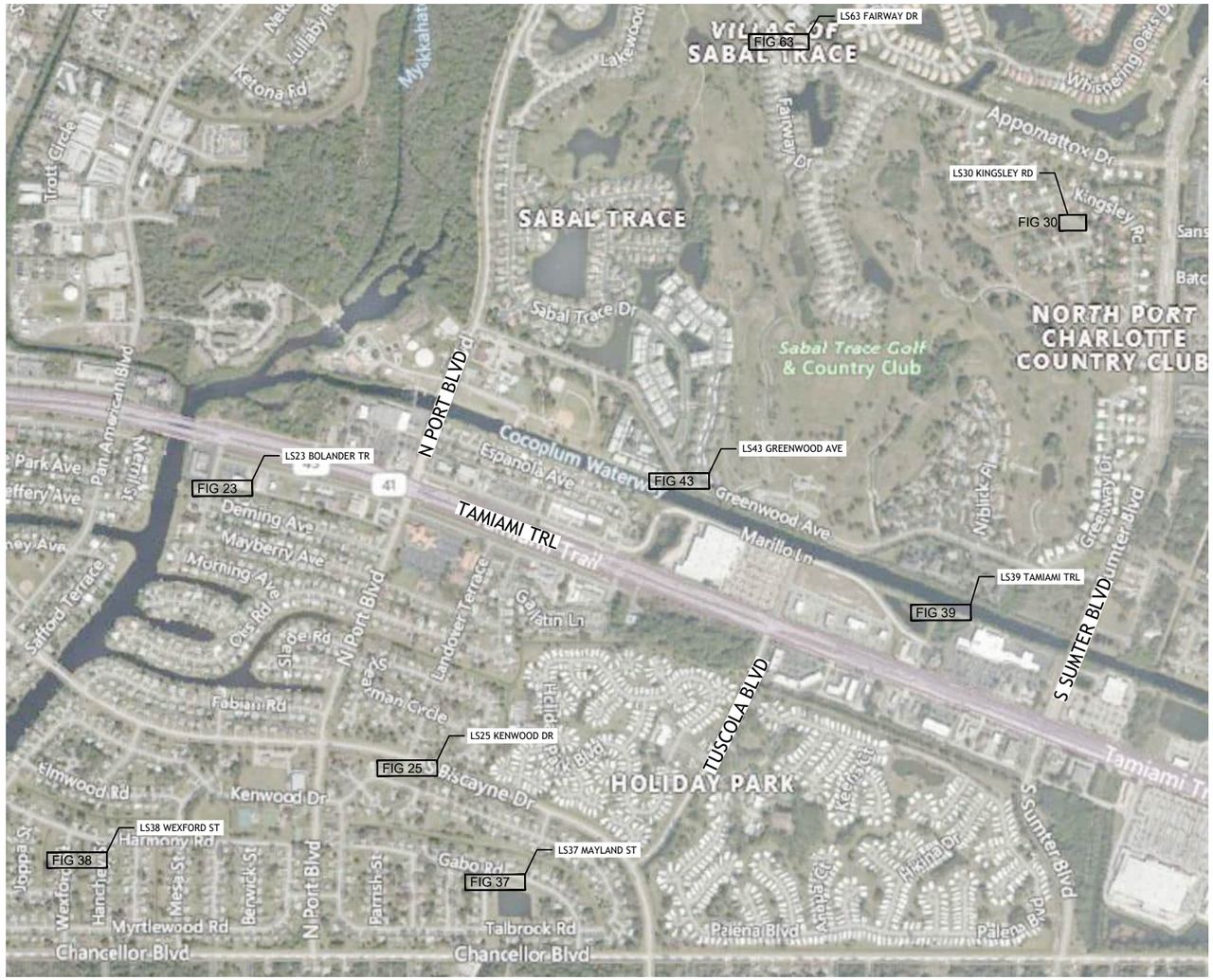

KEY MAP
0 600' 1200'

NorthPort FLORIDA

CHA CONSULTING, INC.
CERTIFICATE OF AUTH. 28386
2502 N ROCKY POINT DR
SUITE 145
TAMPA, FL 33607
(813) 549-0919

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY WESTON HAGGEN. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Designed	ESW
Drawn	VVV,PFH
Reviewed	WTH
Approved	WTH
Date	08/2025

LINE IS 1" AT FULL SIZE

CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

093378

LOCATION AND KEY MAPS

FIGURE
FIG 02

Parent Sheet Set: K7 093378_NorthPort PS DieselPumps
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GENERAL NOTES:

1. NORTH PORT UTILITIES (NPU) STANDARD SPECIFICATIONS AND STANDARD DETAILS SHALL GOVERN ALL UTILITY WORK. UNDER CERTAIN CIRCUMSTANCES THE STANDARD SPECIFICATIONS AND/OR STANDARD DETAILS MAY BE MODIFIED BY THE SPECIAL PROVISION SECTION OF THE CONTRACT DOCUMENTS IN WHICH CASE THE SPECIAL PROVISIONS SHALL PREVAIL. WHEN A CONFLICT EXISTS AMONG THE REQUIREMENTS OF A REFERENCED MATERIAL OR INSTALLATION STANDARD, THE REQUIREMENTS OF NPU SHALL PREVAIL. WHERE THE REQUIREMENTS OF A STATE OR LOCAL AGENCY HAVING JURISDICTION ARE MORE STRINGENT, THOSE REQUIREMENTS SHALL PREVAIL.
2. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CITY AND STATE PERMITS PRIOR TO COMMENCING WORK AND SHALL KEEP ONE COPY OF ALL ISSUED PERMITS AT THE SITE AT ALL TIMES DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL ASSURE COMPLIANCE WITH ANY OSHA, EPA, AND/OR OTHER FEDERAL OR STATE OF FLORIDA RULES, REGULATIONS, OR OTHER REQUIREMENTS, AS EACH MAY APPLY.
4. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE ONE CURRENT COPY OF NPU SPECIFICATIONS AND DESIGN DETAILS AND ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING ENGINEERING DRAWINGS, SPECIFICATIONS, SPECIAL PROVISIONS, ETC. NO FIELD CHANGES OR DEVIATION FROM THE CONTRACT DOCUMENTS SHALL BE MADE BY THE CONTRACTOR WITHOUT PRIOR NPU WRITTEN APPROVAL.
5. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES FROM DAMAGE. THE CONTRACTOR SHALL NOTIFY "SUNSHINE 811" PRIOR TO START OF CONSTRUCTION. THE EXISTING UTILITIES SHOWN ON THE ENGINEERING DRAWINGS ARE FOR DESIGN PURPOSES ONLY. THE CONTRACTOR SHALL MARK LOCATIONS OF UTILITIES BY PAINTING AND/OR FLAGGING THE UTILITY ALIGNMENT. THE CONTRACTOR SHALL PERFORM EXPLORATORY EXCAVATION(S) TO FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COMPLY WITH ALL LAWS AND ORDINANCES COVERING THE PROTECTION OF SUCH WORK AND THE SAFETY MEASURES TO BE EMPLOYED THEREIN.
6. THE CONTRACTOR SHALL REVIEW THE SITE CONDITIONS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BRING DISCREPANCIES TO THE ATTENTION OF THE ENGINEER PRIOR TO COMMENCING WORK.
7. THE CONTRACTOR SHALL CONTACT THE APPLICABLE CITY DEPARTMENTS AND ALL OTHER UTILITY COMPANIES A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
8. THE CONTRACTOR SHALL COORDINATE WITH NPU TO ENSURE ALL AFFECTED UTILITY CUSTOMERS ARE NOTIFIED 48 HOURS IN ADVANCE IF WATER AND/OR SEWER SERVICE WILL BE INTERRUPTED DURING CONSTRUCTION.
9. IF EXISTING VALVES OR FITTINGS ARE NOT RESTRAINED PROPERLY, THE CONTRACTOR SHALL RESTRAIN EXISTING UTILITIES IN ACCORDANCE WITH NPU REQUIREMENTS AS APPROVED BY NPU.
10. THE CONTRACTOR SHALL INSTALL INCIDENTAL FITTINGS REQUIRED TO RESOLVE CONFLICTS BETWEEN EXISTING AND PROPOSED UTILITIES AS DETERMINED IN THE FIELD UNLESS OTHERWISE SHOWN ON THE PLANS. ALL MATERIALS, EQUIPMENT, AND LABOR TO RESOLVE INCIDENTAL CONFLICTS SHALL BE PAID FOR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS.
11. ALL VALVES SHALL BE INSTALLED OUTSIDE OF PAVEMENTS UNLESS OTHERWISE SPECIFICALLY SHOWN ON THE PLANS OR APPROVED BY NPU.
12. THE CONTRACTOR SHALL INSTALL ALL OPEN TRENCH BURY PIPE IN AN UPRIGHT VERTICAL POSITION SO ALL LETTERING AND/OR STRIPING CAN BE READ FROM ABOVE. DIRECTIONAL BORE HDPE PIPE SHALL MEET THIS REQUIREMENT TO THE EXTENT POSSIBLE.
13. THE CONTRACTOR SHALL PUSH HOME ALL SPIGOT ENDS OF PVC AND/OR DI PIPE INTO BELL ENDS WITHIN 1/2" OF THE MANUFACTURER'S INSERTION MARK. IF PIPE IS CUT, THE CONTRACTOR SHALL REPLACE AN INSERTION MARK FROM NEW END OF PIPE AS SHOWN ON THE ORIGINAL PIPE.
14. ALL STAINLESS STEEL SHALL BE 316 AUSTENITIC, NON-MAGNETIC, UNLESS OTHERWISE APPROVED BY NPU.
15. METALLIC WARNING TAPE MUST BE INSTALLED IN ACCORDANCE WITH NPU STANDARD DETAILS AND NPU STANDARD SPECIFICATIONS.

DUCTILE IRON EXTERNAL PROTECTIVE COATING

ALL EXPOSED DUCTILE IRON UTILITIES SHALL BE PAINTED AS FOLLOWS IN ACCORDANCE WITH NPU PAINTING SPECIFICATIONS:

TYPE	COLOR DESIGNATION*
POTABLE WATER LINES	BLUE (PANTONE 287)
POTABLE WATER VALVE CAPS	BLUE (PANTONE 287)
FIRE LINES	ANSI SAFETY RED (PANTONE 485)
FIRE LINE VALVE CAPS	ANSI SAFETY RED (PANTONE 485)
WASTEWATER LINES	ANSI SAFETY GREEN (PANTONE 341C)
WASTEWATER VALVE CAPS	ANSI SAFETY GREEN (PANTONE 341C)
RECLAIMED WATER LINES	PURPLE (PANTONE 522C)
RECLAIMED WATER VALVE CAP	PURPLE (PANTONE 522C)
FIRE HYDRANTS	SHERWIN-WILLIAMS SAFETY YELLOW #7543
FIRE HYDRANT VALVE CAPS	SHERWIN-WILLIAMS SAFETY YELLOW #7543

**EQUIVALENT COLORS MATCHING THESE COLORS ARE ACCEPTABLE. PROVIDE WITH SHOP DRAWING SUBMITTAL DIRECT COLOR COMPARISONS OF COLOR NUMBERS AVAILABLE FROM MANUFACTURER SUBMITTED.*

CONSTRUCTION IN STREETS AND ROAD RIGHT-OF-WAYS:

1. OPEN ROAD CUTS REQUIRE PRIOR APPROVAL/PERMIT OF THE CITY, STATE, OR OTHER AGENCY HAVING JURISDICTION. CONSTRUCTION WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY SHALL CONFORM TO FLORIDA DOT CONSTRUCTION STANDARDS.
2. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN TRAFFIC AT THE JOB SITE DURING CONSTRUCTION IN ACCORDANCE WITH THE PERMIT AND SAFETY REQUIREMENTS FOR THE PROJECT. PROPER DETOUR SHALL BE PROVIDED AS NECESSARY.
3. EXCAVATION SHALL BE CONDUCTED IN A MANNER TO CAUSE THE LEAST POSSIBLE INTERRUPTION TO TRAFFIC. WHERE TRAFFIC MUST CROSS EXCAVATIONS, THE CONTRACTOR SHALL PROVIDE SUITABLE BRIDGES AT STREET INTERSECTIONS AND DRIVEWAYS.
4. NOT MORE THAN ONE BLOCK OF EXCAVATION SHALL BE OPEN PER CREW AT ANY ONE TIME, AND THIS DISTANCE SHALL BE REDUCED IF CONSTRUCTION CAUSES EXCESSIVE INTERFERENCE WITH TRAFFIC. EXCAVATED OR OTHER MATERIAL STORED ADJACENT TO OR PARTIALLY UPON A ROADWAY PAVEMENT SHALL BE ADEQUATELY MARKED FOR TRAFFIC AND PEDESTRIAN SAFETY AT ALL TIMES. ALL EXCAVATED AND/OR STORED MATERIAL SHALL BE REMOVED FROM THE PAVEMENTS AT THE END OF THE WORK DAY UNLESS OTHERWISE PROVIDED FOR IN THE CONTRACT DOCUMENTS.
5. THE CONTRACTOR SHALL CARRY OUT THE WORK SO AS NOT TO DENY REASONABLE ACCESS TO PRIVATE PROPERTY. ALL ACCESS SHALL BE RESTORED AT THE END OF THE WORK DAY.
6. ALL UTILITY ACCESS MANHOLES, VALVES, AND FIRE HYDRANTS AND MAIL BOXES SHALL BE ACCESSIBLE AT ALL TIMES DURING CONSTRUCTION.
7. ROAD SURFACE RESTORATION SHALL BE PERFORMED IN ACCORDANCE WITH CITY, FDOT, OR OTHER AGENCY REQUIREMENTS.
8. THE CONTRACTOR SHALL REPLACE ALL PAVEMENT MARKINGS DAMAGED DURING THE PROJECT.

TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC:

1. TRAFFIC CONTROL ON ALL CITY AND STATE HIGHWAY RIGHT-OF-WAYS SHALL COMPLY WITH THE REQUIREMENTS OF THE US DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND REQUIREMENTS OF THE STATE AND/OR ANY OTHER LOCAL AGENCY HAVING JURISDICTION.
2. WORK AFFECTING TRAFFIC ON ANY CITY STREET, ROADWAY, RIGHT-OF-WAY, BIKE PATH, OR SIDEWALK REQUIRES THE PREPARATION AND SUBMITTAL OF MAINTENANCE OF TRAFFIC (MOT) PLAN BY THE CONTRACTOR TO NPU. THE MOT PLAN SHALL BE APPROVED BY THE PUBLIC WORKS ENGINEER OR HIS/HER DESIGNEE PRIOR TO THE START OF CONSTRUCTION.
3. WORK AFFECTING TRAFFIC ON ANY STATE ROAD OR HIGHWAY REQUIRES THE PREPARATION AND SUBMITTAL OF A MOT PLAN BY THE CONTRACTOR TO THE FDOT. THE MOT PLAN SHALL BE APPROVED BY THE FDOT PRIOR TO THE START OF CONSTRUCTION.
4. THE CONTRACTOR SHALL BE IN FULL COMPLIANCE WITH THE APPROVED MOT PLAN AT ALL TIMES.
5. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL TRAFFIC CONTROL SIGNS AND DEVICES, BARRICADES, FLASHERS, ETC., IN WORKING CONDITION AT ALL TIMES.
6. ROAD CLOSURE WHETHER TEMPORARY ON A DAILY BASIS OR PERMANENTLY DURING CONSTRUCTION REQUIRES THE APPROVAL OF A DETOUR PLAN BY THE AGENCY OR AGENCIES HAVING JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL TEMPORARY SIGNAGE WHEN THE ROADWAY IS TO BE CLOSED OR TRAFFIC DETOURED. WHEN ROAD CLOSURES ARE TEMPORARY ALL STREETS SHALL BE RE-OPENED TO TRAFFIC BY THE END OF THE WORK DAY AND ALL DETOUR SIGNS COVERED OR REMOVED. WHEN ROADS ARE PERMANENTLY CLOSED DURING CONSTRUCTION ACCESS MUST BE PROVIDED TO PROPERTIES LOCATED ON THE CLOSED ROAD AT THE END OF EACH WORK DAY AND ON WEEKENDS.
7. DURING NON-DAYLIGHT HOURS OR RESTRICTED VISIBILITY, THE CONTRACTOR SHALL PROPERLY ILLUMINATE THE WORK BY THE INSTALLATION AND MAINTENANCE OF SUITABLE LIGHTS OR FLARES ESPECIALLY ALONG OR ACROSS THOROUGHFARES.

ENVIRONMENTAL REQUIREMENTS:

1. THE CONTRACTOR SHALL FOLLOW FDEP'S NPDES STORMWATER PROGRAM FOR THE USE OF BEST MANAGEMENT PRACTICES (BMP'S) TO MINIMIZE EROSION AND SEDIMENTATION AND TO PROPERLY MANAGE RUNOFF. IF NECESSARY, THE CONTRACTOR WILL BE RESPONSIBLE TO OBTAIN NECESSARY PERMIT'S AND MAINTAIN A STORMWATER POLLUTION PREVENTION PLAN.
2. PRIOR TO THE START AND DURING CONSTRUCTION ACTIVITIES, FOR AREAS WITHIN AND ADJOINING THE LIMITS OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE PROTECTION BARRICADES/SILT FENCES/ADEQUATE MEASURES IN ACCORDANCE WITH CITY, COUNTY, AND STATE REQUIREMENTS FOR ALL DESIGNATED TREES/PLANTS TO BE PROTECTED, WETLANDS, THREATENED AND/OR ENDANGERED SPECIES, ETC.

BEDDING, BACKFILL, AND COMPACTION:

1. ALL PIPES AND BEDDING MATERIAL SHALL BE NEW MATERIAL UNLESS OTHERWISE APPROVED BY NPU.
2. BEDDING AND BACKFILL MATERIALS SHALL BE IN ACCORDANCE WITH NPU TECHNICAL SPECIFICATIONS 311020 AND 311030.
3. BACKFILLING OF TRENCHES SHALL NOT BE ALLOWED UNTIL THE WORK HAS BEEN APPROVED BY NPU. WORK BACKFILLED OR CONCEALED WITHOUT THE KNOWLEDGE OF NPU SHALL BE UNCOVERED OR EXPOSED FOR INSPECTION AT NO COST TO THE OWNER.
4. READY-MIX FLOWABLE FILL OR CONTROLLED LOW STRENGTH MATERIAL (CLSM) MAY BE SUBSTITUTED AS AN ALTERNATIVE TO COMPACTED SOIL WITH THE APPROVAL OF NPU OR WHERE SHOWN ON THE PLANS. APPLICATIONS FOR THE MATERIAL INCLUDE BEDDINGS, ENCASEMENTS, CLOSURES FOR TANKS AND PIPES, AND GENERAL BACKFILL APPLICATIONS FOR TRENCHES AND ABUTMENTS. FLOWABLE FILL SHALL BE DESIGNED TO BE EXCAVATED AND PUMPED FOR APPLICATIONS WHERE STRENGTH IS MORE IMPORTANT THAN EXCAVATABILITY. IF FLOWABLE FILL IS SPECIFIED, ULTIMATE COMPRESSIVE STRENGTH SHALL BE LESS THAN 200 PSI AT 28 DAYS. FLOWABLE FILL IS NOT ACCEPTABLE FOR USE AS BACKFILL UNDER PAVEMENT, SIDEWALKS, OR OTHER HARD SURFACES UNLESS OTHERWISE APPROVED IN WRITING BY THE AUTHORITY WITH JURISDICTION.
5. THE CONTRACTOR SHALL COMPACT ALL PORTIONS OF A TRENCH WITHIN 7.5 FEET OF EDGE OF PAVEMENT TO 98% DENSITY, FLORIDA METHOD 1-T 180, AND 95% FOR OTHER AREAS WITHIN THE RIGHT OF WAY. IF MORE STRINGENT COMPACTION REQUIREMENTS ARE SHOWN ON THE PLANS OR IN THE TECHNICAL SPECIFICATIONS, THEY SHALL PREVAIL.
6. COMPACTION OF BACKFILL MATERIAL UNDER PAVEMENT, SIDEWALKS, OR OTHER HARD SURFACES SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.
7. DENSITY TESTS SHALL BE PERFORMED FOR EACH 6-INCH LIFT AT A MINIMUM OF ONE TEST PER 200 FEET OF TRENCH.
8. ALL WELL POINT HOLES UNDER PARKING, DRIVING, OR ROADWAY SURFACES SHALL BE BACKFILLED WITH CONCRETE IMMEDIATELY AFTER PULLING THE WELL POINTS. ALL OTHER WELL POINT HOLES SHALL BE BACKFILLED WITH FDOT NO. 89 STONE IMMEDIATELY AFTER REMOVING THE WELL POINTS UNLESS SPECIFIED OR DIRECTED TO DO OTHERWISE BY NPU.

MATERIALS AND METHODS OF CONSTRUCTION:

ALL MATERIALS AND CONSTRUCTION METHODS USED IN THE CONSTRUCTION OF NPU'S UTILITIES INCLUDING BUT NOT LIMITED TO PIPING, VALVES, FITTINGS, RESTRAINTS, FIRE HYDRANTS, BLOW-OFFS, GRAVITY SEWER MAINS, MANHOLES, LIFT STATIONS, WATER AND SEWER SERVICES AND ALL ASSOCIATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF NPU'S STANDARD DETAILS UNLESS OTHERWISE NOTED IN THE CONTRACT DOCUMENTS.

RESTORATION:

1. THE CONTRACTOR SHALL RESTORE ALL DISTURBED OR DAMAGED AREAS TO THE SAME OR BETTER CONDITION THAN THAT PRIOR TO THE START OF CONSTRUCTION.
2. ALL AREAS IN EXISTING RIGHT-OF-WAYS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO EQUAL OR BETTER THAN THE ORIGINAL CONDITION AND GROUND COVER TO THE SATISFACTION OF THE LOCAL OR STATE AGENCY HAVING JURISDICTION.
3. ALL DISTURBED SWALE OR CANAL GRADES SHALL BE RESTORED TO THE GRADES AND ELEVATIONS THAT EXISTED PRIOR TO DISTURBANCE UNLESS OTHERWISE SPECIFIED ON THE PLANS OR IN THE TECHNICAL SPECIFICATIONS.
4. ALL CONCRETE RESTORATION (INCLUDING BUT NOT LIMITED TO DRIVEWAY AND SIDEWALK CONCRETE) SHALL BE TO THE NEAREST CONSTRUCTION JOINT.

BYPASS PUMP INSTALLATION NOTES:

1. NOTE THAT THE PLANS INCLUDED ARE FOR THE INTENT OF THE GENERAL LAYOUT OF THE BYPASS PUMP LOCATION AND PIPING CONNECTIONS REQUIRED. THE ACTUAL LAYOUT MAY VARY AND SHOULD BE FIELD COORDINATED WITH CITY UTILITY STAFF.
2. THE PLANS PROVIDED ARE BASED ON VISUAL OBSERVATION AND WERE NOT SURVEYED. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL EXPLORATORY EXCAVATIONS AND EVALUATING EACH SITE CONDITION PRIOR TO CONSTRUCTION.

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Approved	WTH
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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

093378

GENERAL NOTES

FIGURE
FIG 03

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NOTES

1. EXTEND EXISTING PLATOFRM WITH 25" TALL CONCRETE MASONRY UNIT (CMU) WALL ON PLATFORM.
2. EXISTING LIFT STATION HAS TWO (2) 11HP PUMPS, FLYGT MODEL 3127.007-0056 & 57, IMPELLER 248.
3. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

LS23 - 6142 BOLANDER TERRACE

093378

FIGURE
FIG 23

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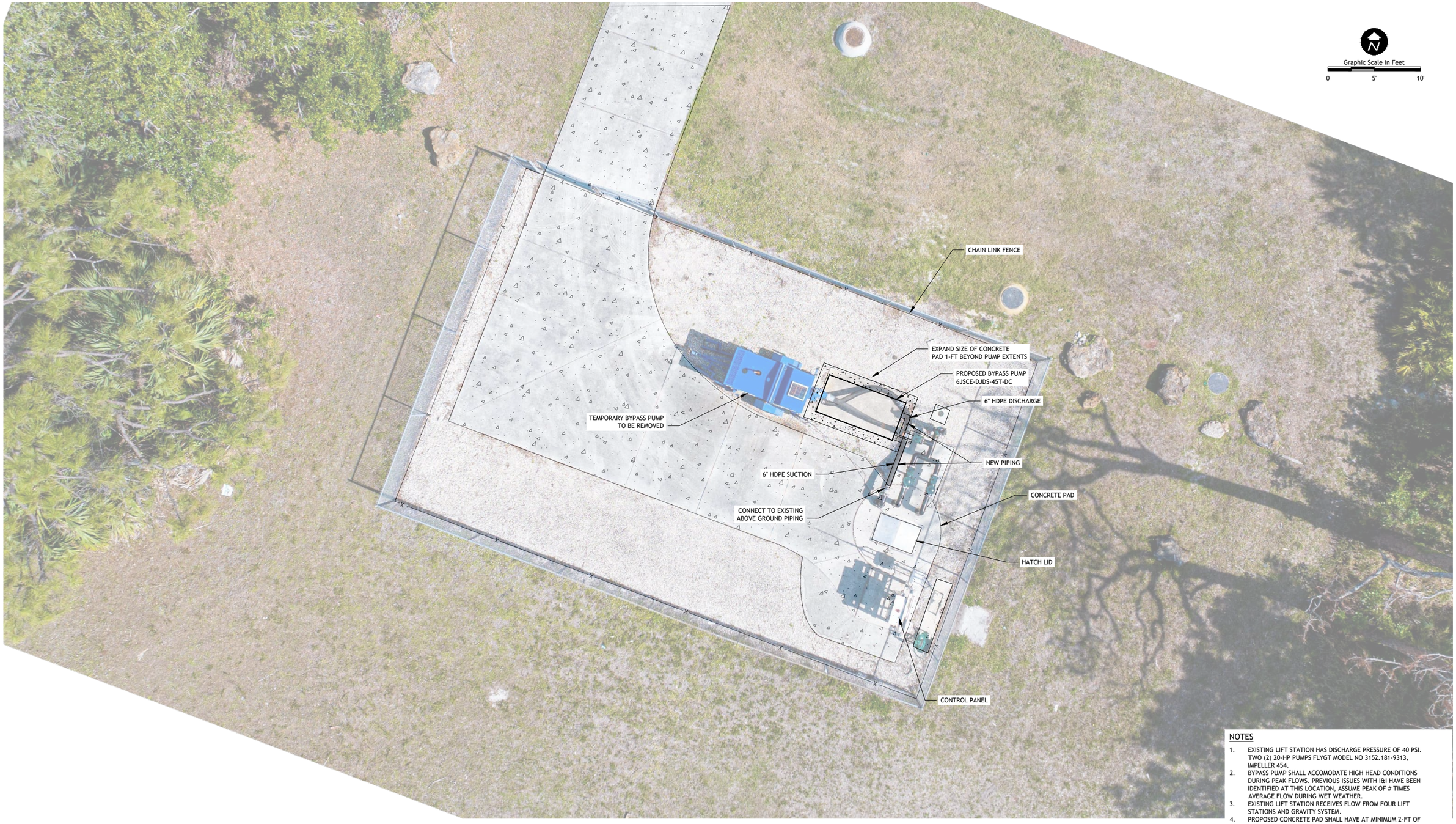

NOTES

1. EXISTING LIFT STATION HAS DISCHARGE PRESSURE OF 40 PSI. TWO (2) 20-HP PUMPS FLYGT MODEL NO 3152.181-9313, IMPELLER 454.
2. BYPASS PUMP SHALL ACCOMODATE HIGH HEAD CONDITIONS DURING PEAK FLOWS. PREVIOUS ISSUES WITH I&I HAVE BEEN IDENTIFIED AT THIS LOCATION, ASSUME PEAK OF # TIMES AVERAGE FLOW DURING WET WEATHER.
3. EXISTING LIFT STATION RECEIVES FLOW FROM FOUR LIFT STATIONS AND GRAVITY SYSTEM.
4. PROPOSED CONCRETE PAD SHALL HAVE AT MINIMUM 2-FT OF CLEARANCE FROM EDGE OF PAD TO PUMP.
5. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

093378

LS25 - 5798 KENWOOD DRIVE

FIGURE
FIG 25

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NOTES

1. EXISTING TWO (2) 7.5 HP PUMPS. FLYGT MODEL NO. CS3102, IMPELLER 462.
2. NEW PAD SHALL BE RAISED WITH A PATHWAY OVER THE EXISTING 2-FT WALL.
3. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

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LS30 - 5033 KINGSLEY ROAD

FIGURE
FIG 30

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NOTES

1. EXISTING TWO (2) 3 HP PUMPS. FLYGT MODEL NO. 3085.060-2040181 & 2040182, IMPELLER 462.
2. EXISTING GRAVITY SYSTEM HAS PROPOSED CIPP TO BE COMPLETED.
3. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

LS37 - 7503 MAYLAND STREET

093378

FIGURE
FIG 37

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Graphic Scale in Feet
0 5' 10'

NOTES
1. EXISTING TWO (2) 5 HP PUMPS. FLYGT MODEL NO. 3102.060-2080230 & 2080231, IMPELLER 463.
2. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

LS38 - 7539 WEXFORD STREET

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FIGURE
FIG 38

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NOTES

1. EXISTING TWO (2) 12 HP PUMPS. FLYGT MODEL NO. 3153.185-2140116 & 2140115, IMPELLER 466.
2. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

LS39 - 14809 TAMIAMI TRAIL

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FIGURE
FIG 39

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NOTES

1. EXISTING TWO (2) 7.5 HP PUMPS. FLYGT MODEL NO. #CP3127, IMPELLER 485.
2. PANELS TO BE REPLACED AS NEEDED BY THE CITY.
3. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

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LS43 - 5725 GREENWOOD AVENUE

FIGURE
FIG 43

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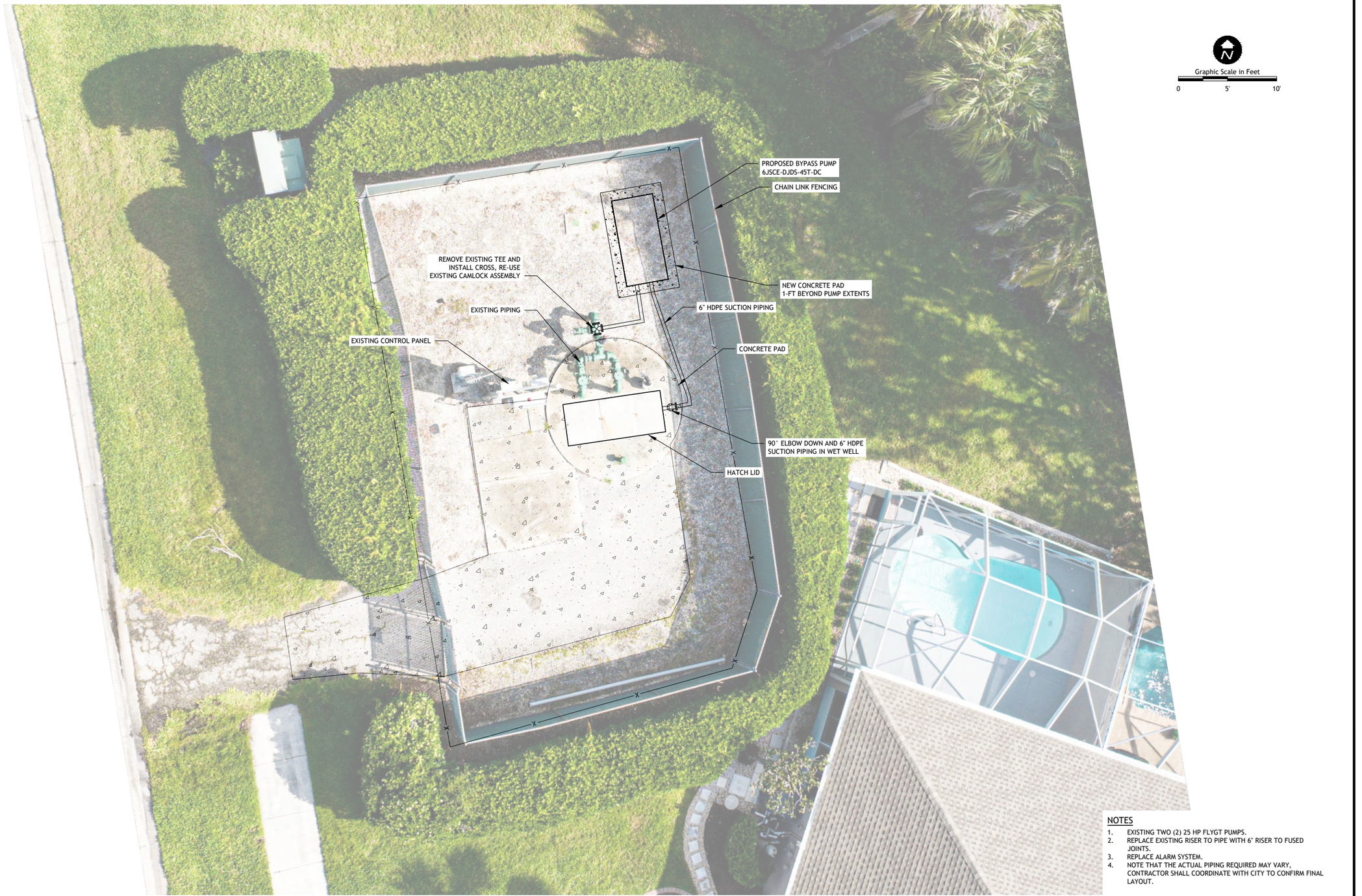

NOTES

1. EXISTING TWO (2) 25 HP FLYGT PUMPS.
2. REPLACE EXISTING RISER TO PIPE WITH 6" RISER TO FUSED JOINTS.
3. REPLACE ALARM SYSTEM.
4. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

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LS63 - 4028 FAIRWAY DRIVE

FIGURE
FIG 63

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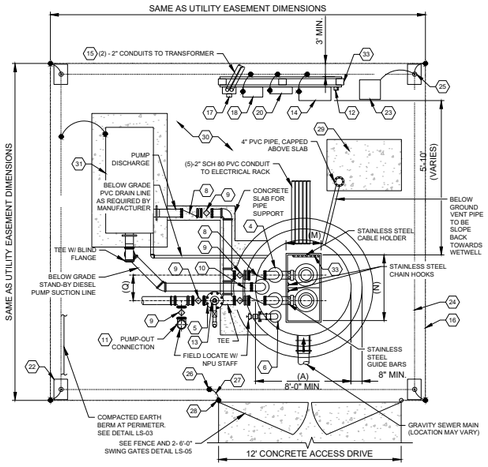


PLAN

DIMENSION TABLE

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

NOTES:

1. ORIENTATION AND LOCATION OF PUMP STATION COMPONENTS MAY VARY, FIELD ADJUSTMENTS MAY BE REQUIRED.
2. SEE DETAIL LS-02 FOR SECTION VIEW.
3. CONTROL PANEL SIZE AND LOCATION MAY VARY, DEPENDING UPON STATION REQUIREMENTS. SEE SHEETS LS-06 AND LS-07.
4. ANTENNA SHALL BE ADJACENT TO CONTROL PANEL AND 3' MIN. FROM FENCE.

NorthPort FLORIDA | TYPICAL LIFT STATION WITH DIESEL PUMP - PLAN | DETAIL LS-01 | SHEET 1 OF 2

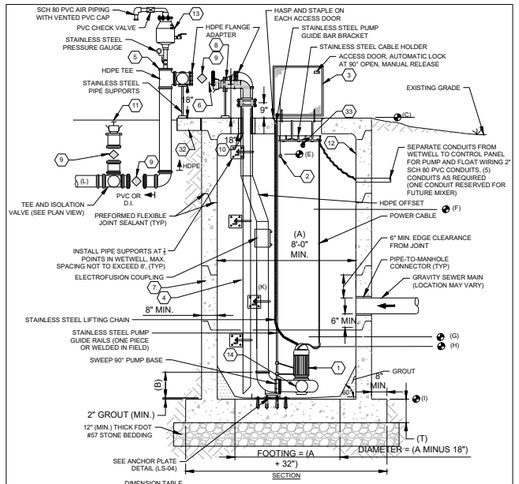
EQUIPMENT SPECIFICATIONS

MARK	
1	3 NOT USED
4	ALL PIPING IN THE WETWELL AND ABOVE GRADE SHALL BE HDPE. ALL HDPE FITTINGS SHALL BE MOLDED. CONNECTIONS TO FLANGED PIPING, VALVES, AND FITTINGS SHALL BE MADE WITH HDPE FLANGE ADAPTERS WITH STAINLESS STEEL BOLTING RINGS AND BOLTS.
5	TAPPED STAINLESS STEEL BLIND FLANGE OR COMPANION FLANGE FOR ARV CONNECTION. PROVIDE STAINLESS STEEL BALL VALVE AND PIPE NIPPLES TO CONNECT TO ARV.
6	COMBINATION SUCTION PIPE AND WETWELL VENT. SEE DETAIL LS-03.
7	NOT USED
8	CHECK VALVE
9	PLUG VALVE, COMPLETE WITH WRENCH
10	TOP OF WET WELL SUCTION BYPASS CONNECTION LOCATION, SEE DESIGN DRAWINGS FOR CONNECTION LOCATION.
11	DUCTILE IRON RISER WITH 6" CAM AND GROOVE MALE ADAPTER AND DUST CAP WITHIN METER BOX INSTALLED FLUSH WITH FINAL GRADE.
12	GENERATOR RECEPTACLE
13	2" AIR RELEASE VALVE EQUIPPED WITH ONE WAY CHECK VALVE MOUNTED ON 2" STAINLESS STEEL PIPING.
14	PUMP CONTROL PANEL. SEE DETAIL LS-06 AND LS-07.
15	ALL ELECTRICAL SERVICE TRANSFORMERS SHALL BE INSTALLED OUTSIDE OF PUMP STATION FENCE LINE
16	CHAIN LINK FENCE. SEE DETAIL LS-05.
17	POWER METER
18	SERVICE ENTRANCE RATED CIRCUIT BREAKER DISCONNECT WITH PADLOCKABLE HINGE
19	NOT USED
20	120V PANELBOARD / MINI POWER ZONE AS REQUIRED.
21	NOT USED
22	GROUND TEST WELL (TYP). SEE DETAIL LS-08.
23	TELEMETRY ANTENNA, SEE DETAIL LS-10. PROVIDE NEW ANTENNA LIGHTNING ROD, CONDUIT, AND DOWN CONDUCTOR PER DETAIL. ROUTE LIGHTNING ROD DOWN CONDUCTOR TO GROUND ROD AT BOTTOM OF TOWER. BOND GROUND ROD TO STATION GROUND MAT. SITE LIGHTING SHALL BE MOUNTED ON TOWER SECTION.
24	#4/0 BARE COPPER. SEE DETAIL LS-08 FOR ADDITIONAL REQUIREMENTS (TYP.)
25	3/4" X 20' COPPER-CLAD GROUND ROD (TYP.) SEE DETAIL LS-08.
26	EXOTHERMICALLY WELDED CONNECTION (TYP.)
27	#2 SOLID TINNED COPPER JUMPER (TYP.)
28	FENCE POST/GATE BONDING. SEE DETAIL LS-08.
29	ODOR CONTROL PAD. SEE DETAIL LS-04.
30	GROUND SURFACE WITHIN PUMP STATION FENCE SHALL CONSIST OF <1" DIA STONE, 4" THICK, WITH GEOTEXTILE FILTER FABRIC
31	STAND-BY DIESEL PUMP WITH INTEGRATED FUEL TANK AND CONCRETE PAD. PER DETAIL LS-04.
32	NOT USED
32	HOSE BIBB. PROVIDE 1" WATER SERVICE PER PW-07. LOCATE METER AND BOX AT FENCE. THE RPZ BACKFLOW PREVENTER LOCATION SHALL BE COORDINATED WITH NPU STAFF.
33	RADAR LEVEL TRANSMITTER SHALL BE MOUNTED ON CABLE HANGER WITH SPLIT CLAMP CABLE HANGER. SEE DETAIL LS-03 FOR MOUNTING PLATE DETAIL.

NOTES:

1. ALL STAINLESS STEEL SHALL BE TYPE 316.
2. BELOW GRADE VALVES SHALL HAVE A VALVE COLLAR PER DETAIL G-04.

NorthPort FLORIDA | TYPICAL LIFT STATION WITH DIESEL PUMP - PLAN | DETAIL LS-01 | SHEET 2 OF 2



DIMENSION TABLE

(A)	WETWELL INSIDE DIAMETER	
(B)	DISTANCE FROM WETWELL FLOOR AND TOP OF DISCH. CONNECTION	
(C)	TOP OF WETWELL ELEVATION (SEE NOTE 1)	
(D)	INFLUENT PIPE INVERT ELEVATION	
(E)	HIGH WATER ALARM ELEVATION	
(F)	LAG PUMP ON ELEVATION (SEE NOTE 4)	
(G)	LEAD PUMP ON ELEVATION (SEE NOTE 4)	
(H)	ALL PUMPS OFF ELEVATION. (SEE NOTE 2 & 4)	
(I)	TOP OF WETWELL FOOTING	
(K)	DIAMETER OF DISCHARGE RISER	
(L)	DIAMETER OF DISCHARGE FORCE MAIN	
(T)	THICKNESS OF FOOTING (MINIMUM 12")	

NOTES:

1. TOP OF WETWELL SHALL BE ABOVE THE FEMA 1-PERCENT-ANNUAL-CHANCE FLOOD ELEVATION.
2. SET ELEVATION H SO THAT THE MINIMUM SUBMERGENCE OF THE PUMPS IS 18", OR THE DEPTH RECOMMENDED BY THE MANUFACTURER, WHICHEVER IS GREATER.
3. ALL CONDUITS SHALL BE SEALED WITH DUCT SEAL PUTTY.
4. CONTROLLED BY RADAR LEVEL TRANSMITTER.

NorthPort FLORIDA | TYPICAL LIFT STATION - SECTION | DETAIL LS-02 | SHEET 1 OF 2

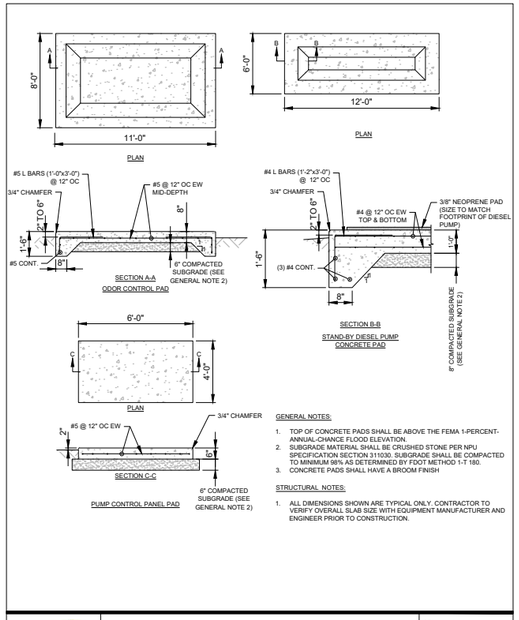
EQUIPMENT SPECIFICATIONS

MARK	
1	DUPLEX ___ INCH DISCHARGE SUBMERSIBLE SEWAGE PUMPS EQUIPPED WITH 230/460 VOLT OR 480 VOLT MOTORS. EACH PUMP SHALL HAVE THE CAPACITY AND RANGE SET FORTH ON THIS SHEET AS THE "REQUIRED PUMP PERFORMANCE CURVE". VERIFY PUMP LOCAL VOLTAGE PRIOR TO PLACEMENT OF PUMP ORDER.
2	LIQUID LEVEL REGULATORS, EACH PROVIDED WITH 60 FEET OF ELECTRICAL CABLE.
3	ACCESS DOOR WITH HINGED AND HASP EQUIPPED COVER, AUTOMATIC LOCK AT 90° OPEN, MANUAL RELEASE. TWO UPPER GUIDE HOLDERS, CHAIN HOLDERS, AND CABLE HOLDERS.
4	ALL PIPING IN THE WET WELL AND ABOVE GRADE SHALL BE HDPE. ALL HDPE FITTINGS SHALL BE MOLDED. CONNECTIONS TO FLANGED PIPING, VALVES, AND FITTINGS SHALL BE MADE WITH HDPE FLANGE ADAPTERS WITH STAINLESS STEEL BOLTING RINGS AND BOLTS.
5	TAPPED STAINLESS STEEL BLIND FLANGE OR COMPANION FLANGE FOR ARV CONNECTION. PROVIDE STAINLESS STEEL BALL VALVE AND STAINLESS STEEL PIPE NIPPLES TO CONNECT TO ARV.
6	COMBINATION SUCTION PIPE AND WETWELL VENT. SEE DETAIL LS-03. SUCTION PIPE TO BE SET 1' ABOVE WETWELL BOTTOM.
7	WETWELL WITH TWO COATS OF APPROVED BITUMINOUS OR EPOXY SEALER ON EXTERIOR SURFACES PER NPU TECHNICAL SPECIFICATION 336020.
8	CHECK VALVE
9	PLUG VALVE, COMPLETE WITH WRENCH.
10	STAINLESS STEEL WALL PENETRATION ASSEMBLY, BLACK. SEE LS-03. ALL PENETRATIONS SHALL BE CORED IN THE FIELD.
11	DUCTILE IRON RISER WITH 6" CAM AND GROOVE MALE ADAPTER AND DUST CAP WITHIN METER BOX INSTALLED FLUSH WITH FINAL GRADE.
12	INTERIOR COATING PER NPU TECHNICAL SPECIFICATION 336020.
13	2" AIR RELEASE VALVE EQUIPPED WITH ONE WAY CHECK VALVE MOUNTED ON 2" SCH 40 316 STAINLESS STEEL PIPING.
14	VOLUTE PORT WITH BOLTED COVER FOR FUTURE MIX FLUSH SYSTEM (ONE PUMP ONLY).
15, 31	NOT USED
32	CONCRETE SLAB FOR PIPE SUPPORT. 6" THICK WITH #5 @ 12" OC EW MID-DEPTH.
33	RADAR LEVEL TRANSMITTER SHALL BE MOUNTED ON CABLE HANGER WITH SPLIT CLAMP CABLE HANGER. SEE DETAIL LS-03 FOR MOUNTING CLAMP

NOTES:

1. ALL STAINLESS STEEL SHALL BE TYPE 316.
2. BELOW GRADE VALVES SHALL HAVE A VALVE COLLAR PER DETAIL G-04.

NorthPort FLORIDA | TYPICAL LIFT STATION - SECTION | DETAIL LS-02 | SHEET 2 OF 2



GENERAL NOTES:

1. TOP OF CONCRETE PADS SHALL BE ABOVE THE FEMA 1-PERCENT-ANNUAL-CHANCE FLOOD ELEVATION.
2. SUBGRADE MATERIAL SHALL BE CRUSHED STONE PER NPU SPECIFICATION SECTION 311030. SUBGRADE SHALL BE COMPACTED TO MINIMUM 98% AS DETERMINED BY FDOT METHOD 1-T 180.
3. CONCRETE PADS SHALL HAVE A BROOM FINISH

STRUCTURAL NOTES:

1. ALL DIMENSIONS SHOWN ARE TYPICAL ONLY; CONTRACTOR TO VERIFY OVERALL SLAB SIZE WITH EQUIPMENT MANUFACTURER AND ENGINEER PRIOR TO CONSTRUCTION.

NorthPort FLORIDA | LIFT STATION CONCRETE DETAILS | DETAIL LS-04 | SHEET 1 OF 1

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

093378

DETAILS

FIGURE
DETAILS

ATTACHMENT B
TECHNICAL SPECIFICATIONS

City of North Port Utilities Technical Specifications

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018050 Color Audio-Video Preconstruction Record

DIVISION 26 ELECTRICAL

260000 Electrical-General Provisions

DIVISION 31 EARTHWORK/SITE WORK

311010 Dewatering
311020 Trenching, Backfilling and Compaction
311050 Cleaning

DIVISION 32 EXTERIOR IMPROVMENTS

321010 Pavement Repair and Restoration
321028 Topsoil
321030 Restoration by Seeding or Sodding
321040 Chain Link Fence

DIVISION 33 UTILITIES

331020 Force Mains
336020 Standard Lift Stations
336022 Stationary Bypass Pumps

336081 Temporary By-Pass Pumping

336082 Monolithic Manhole Lining Systems
336084 Cured in Place Pipe Lining
336085 Sewer line joint testing
336086 Cured in Place Spot Repair
336090 Grouting Lateral Connections

END OF SECTION

SECTION 011000

SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION OF WORK

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

1.2 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, tools, services, fuel, power, water, shop drawings and incidentals to complete construction of all of the work in good faith for the fulfillment of the contract in strict conformance with the contract documents. All materials shall be furnished by the Contractor unless otherwise specified within the contract documents.

B. The Contractor shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

C. All materials, equipment, skills, tools and labor which is reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Plans shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not. Materials shall be furnished by the Contractor unless otherwise specified within the contract documents.

D. The Contractor shall comply with all municipal, county, state, federal, and other codes which are applicable to the proposed construction work.

The Contractor shall perform the work for providing construction services in accordance with the furnishing and installing of diesel bypass pumps at eight lift stations complete. The City intends to select one Contractor to perform the work based on the budget established by the Community Development Block Grant-Mitigation grant for lift station diesel bypass pumps at eight lift stations.

E. The Contractor is responsible for field measurement and review of

existing conditions prior to submitting bid.

F. The Contractor is responsible for compliance with all applicable grant conditions and submitting reports as necessary for grant compliance, including Davis Bacon requirements.

1.3 SUMMARY OF WORK

A. Furnish all labor, materials, equipment and incidentals required for providing construction services in accordance with the furnishing and installing of diesel bypass pumps at eight lift stations complete for the City of North Port. Materials shall be furnished by the Contractor unless otherwise specified within the contract documents.

B. The Work includes, but is not necessarily limited to, the following:

Providing construction services in accordance with the furnishing and installing of diesel bypass pumps at eight lift stations. The City intends to select one Contractor to perform the work based on the budget established by the Community Development Block-Mitigation grant for the furnishing and installing of diesel by pass pumps at eight lift stations complete.

1.4 WORK SEQUENCE

A. All work to be done under this contract shall be done with minimum inconvenience to the public and the existing systems. The Contractor shall coordinate his work with the City and Engineer such that the existing facilities are maintained in operation at all times, or provide a by-pass to divert the flow during the construction.

B. The Contractor shall submit a working schedule detailing the order in which the Contractor proposes to perform the Work. The working schedule shall be submitted at the preconstruction meeting and comply with the requirements of Section II – General Provisions.

1. The Contractor’s schedule shall allow sufficient time for the City to review necessary submittals. The schedule shall allow a minimum of two (2) weeks for the City to review and comment on any submittal.

2. The Contractor’s schedule shall take into consideration the performance of construction efforts to include the periods between 7:00 AM and 3:30 PM on weekdays. No work shall occur on weekends, legal holidays, or on weekdays between the hours of 3:30 PM and 7:00 AM without prior written authorization from the City. City holidays are:

   a. New Year’s Day: January 1

b. Martin Luther King, Jr., Day: 3rd Monday in January

c. President's Day: 3rd Monday in February

d. Memorial Day (observed): Last Monday in May

e. Juneteenth: June 19, 2025

f. Independence Day: July 4

g. Labor Day: 1st Monday in September

h. Columbus Day: 2nd Monday in October

i. Veterans Day: November 11

j. Thanksgiving Day: 4th Thursday in November

k. Day after Thanksgiving: Friday after 4th Thursday in November

l. Christmas Eve: December 24

m. Christmas Day: December 25

3. The general sequence of work is listed below.

a. Maintenance of Traffic (MOT) plan submittal. Maintenance of Traffic (MOT) plan submittal. The Contractor will be required to submit a Maintenance of Traffic Plan (MOT) that is signed/sealed by Florida licensed professional engineer or prepared by someone who possesses FDOT MOT credentials. Submittal of the Maintenance of Traffic plan is in accordance with Section 013000 – Shop Drawings, Submittals, and Samples, and in accordance with FDOT Standards.

b. Shop drawing submittal and review. Refer to Section 013000 – Shop Drawings, Submittals, and Samples.

c. Mobilization of equipment and personnel to the site.

d. Construction of Inflow and Infiltration (I/I) rehabilitation of sanitary sewers and manholes.

e. Completion of final connections to existing mains.

f. Submittal of as-built drawings.

g. Complete site restoration.

4. The Contractor's schedule shall be reviewed and approved by the City prior to beginning construction. Any subsequent changes in the sequencing of work shall be made only after a revised schedule is submitted by the Contractor and approved by the City.

1.5 SUBSTANITAL COMPLETION

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

B. The contract times of substantial completion for the work shall be as identified in the Contract/Agreement.

1.6 CONSTRUCTION AREAS

A. Work areas shall be limited by the property limits and easements shown on the Plans.

B. Contractor shall limit his use of the construction areas for work and for storage, to allow for:

1. Work by other contractors

2. City use

C. Coordinate use of work site with City.

D. Assume full responsibility for the protection and safekeeping of products under this contract, stored on the site. Assume full responsibility for adequacy of the materials and equipment.

E. The Contractor shall coordinate the work of all subcontractors.

1.7 PLANS AND SPECIFICATIONS

A. Specifications

1. The Technical Specifications consist of three parts: General, Products, and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.

B. Intent

1. All work called for in the Specifications applicable to this contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

3. The inclusion of the General Requirements (or work specified elsewhere) in the General part of the Specifications is only for the convenience of the Contractor and shall not be interpreted as a complete list of related Specification Sections.

1.8 NOISE ABATEMENT

A. This Project shall be executed in accordance with all Noise Ordinances of the City of North Port. All equipment and machinery shall be equipped with exhaust mufflers maintained in good working order to reduce operation noise to minimum levels. Operation of equipment and machinery will be limited to the hours between 7:00 AM and 3:30 PM during regular workdays, unless permission is granted in advance by the City based on a critical need for the operation.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 011050

GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE

A. Description

1. The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the work is presented in Section 011000.

B. Work Included

1. The Contractor shall furnish all labor, superintendence, quality control, materials, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all required permits except permits to be provided by City as specified in Section 016500. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the City, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work at his own cost, risk, and as approved by the City.

2. The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefore.

3. The Contractor shall provide and maintain tools, and equipment as may be necessary, at the direction of the City, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment, prior approval of the City notwithstanding.

4. The Contractor shall remove, demolish and dispose of all equipment, piping, asphalt, rock and appurtenances as shown on the Plans and required to complete the work. No additional payment will be made for additional demolition or disposal work, not specifically specified on the plans as required, to complete the work.

5. The Contractor shall perform all work in accordance with applicable local, state, and federal codes and regulations.

C. Public Utility Installations and Structures

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, vaults, manholes, and all other appurtenances and facilities pertaining thereto whether owned or controlled by the City, other governmental bodies or privately owned, used to provide gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.

2. The Contract Documents contain data relative to existing public or private utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigations to inform himself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.

3. The Contractor shall protect all public or private utility installations and structures from damage during the work. Access across any buried installation or structure shall be made only in such locations and by means approved by the Utility Owner. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing utilities damaged by the Contractor which are shown on the Plans or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Utility Owner. No separate payment shall be made for such protection or repairs to public utility installations or structures.

4. Public utility installations or structures owned or controlled by the City or other governmental body which are shown on the Plans to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made therefor.

5. Where public utility installations or structures owned or controlled by the

City or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications or have been located in the field by the utility, and when, at the direction of the City, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be approved, in writing by the City, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be in accordance with the General Conditions. Damage to any utilities, whether shown on the Plans or not, which, in the opinion of the City, is caused by carelessness on the part of the Contractor shall be repaired at the Contractor's expense. Any delays ensuing from this damage will be considered inexcusable.

6. All City and other governmental utility departments and other owners of public utilities which may be affected by the work will be informed in writing by the Contractor within two weeks after the execution of the Contract or Contracts covering the work. Such notice will set out, in general, and direct attention to the responsibilities of the City and other governmental utility departments and other owners of public utilities for such installations and structures as may be affected by the work and will be accompanied by one set of Plans and Specifications covering the work under such Contract or Contracts.

7. In addition to the general notice given, the Contractor shall give written notice to City and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least one (1) week in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the Sunshine 811.

8. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the utility owner at no additional cost.

9. Contractor to perform daily watering and use street sweepers daily to monitor and control dust during construction. Contractor to perform daily cleanup of entire project area and with no trash or debris left behind.

1.2 PLANS AND SPECIFICATIONS

A. Plans

1. The Plans referred to in the Contract Documents bear the general project name and number as shown in the Notice to Bidders (Advertisement).

2. When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large-scale drawings in preference to small scale drawings.

B. Copies Furnished to Contractor

1. After the Contract has been executed, the Contractor will be furnished with an electronic copy of the contract documents. Hard/paper copies of the Plans and Specifications, when requested, may be furnished to the Contractor at cost of production.

2. The Contractor shall furnish each of the subcontractors, manufacturers, and material suppliers such copies of the Contract Documents as may be required for their work.

C. Supplementary Drawings

1. When, in the opinion of the City or Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and electronic copies thereof will be given to the Contractor.

D. Contractor to Check Plans and Data

1. Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the Engineer or City, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein as soon as found and in a timely manner. Contractor shall get his own geotechnical information if he/she deems it necessary. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the City, should such errors or omissions be discovered.
2. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete or final. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.

1.3 MATERIALS AND EQUIPMENT

A. Manufacturers

1. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the City, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance.

2. All communications with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the City, that the Manufacturer or subcontractor deal directly with the City. Any such communications shall not in any way release the Contractor from his full responsibility under this Contract.

B. Delivery, Storage and Handling

1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any other contractor, subcontractor or the City.

2. The Contractor shall deliver materials and equipment in Manufacturer’s original unopened and undamaged containers with legible labeling. Materials and equipment shall be stored in such a manner as to prevent damage from environment and construction operations. Handling shall be in accordance with Manufacturer's requirements.

3. The Contractor shall store materials and equipment removed from the existing sanitary sewer, potable water & stormwater system in onsite locations designated by the City. Materials and equipment shall be stored in such a manner as to prevent damage from environment and construction operations. Handling shall be in accordance with Manufacturer’s requirements.

C. Tools and Accessories

1. Contractor shall have the Manufacturer, unless otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Special tools are defined as any tools specifically manufactured for use with the Manufacturer’s equipment. Such tools and appliances shall be furnished in approved painted steel cases,

properly labeled and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished by the Contractor when specified in individual specification sections.

3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the Manufacturer's name, year of manufacture, serial number, weight and principal rating data.

D. Installation of Equipment

1. The Contractor shall have on hand proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

2. Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the Plans, unless approved otherwise by the City or Engineer during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily between the various units.

3. The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the City or Engineer and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.

4. The Contractor shall, at his own expense, furnish all materials and labor for, and shall properly bed in non shrink grout, each piece of equipment on its supporting base that rests on masonry foundations. Grout shall completely fill the space between the equipment base and the foundation. All metal surfaces coming in contact with concrete or grout shall be coated.

E. Service of Manufacturer's Engineer

1. The Contract prices for materials and equipment furnished under this Contract shall include the cost of furnishing a competent and experienced Engineer or Superintendent (as required by equipment specifications sections) who shall represent the Manufacturer and shall assist the Contractor, when required, to install, adjust, test and place in operation the equipment in conformity with the Contract Documents. Prior to placing the equipment in operation, such Engineer or

Superintendent shall make all adjustments and tests required and specified by the City or Engineer to prove that such equipment is properly installed and in satisfactory operating condition, and shall instruct such personnel as may be designated by the City or Engineer in the proper operation and maintenance of such equipment. The Contractor shall provide O&M Manuals as applicable to the project.

1.4 INSPECTION AND TESTING

A. General

1. Inspection and testing of materials will be performed by the Contractor unless otherwise specified.

2. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Certified electronic copies of the reports shall be submitted and authoritative certification thereof must be furnished to the City as a prerequisite for the acceptance of any material or equipment.

3. If, in the making of any test of any material or equipment, it is ascertained by the City that the material or equipment does not comply with the Contract, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the City.

4. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with recognized test codes of the ANSI, ASME, or the IEEE, or as stated herein. The most stringent test will be used in case of any discrepancy.

5. The Contractor shall be fully responsible for the proper operation of equipment during tests and instruction periods and shall neither have nor make any claim for damage which may occur to equipment prior to the time when the City formally takes over the operation thereof.

B. Costs

1. The costs of inspection and testing of materials furnished under this Contract shall be borne by the Contractor, unless otherwise expressly specified.

2. The cost of shop and field tests of equipment and of certain other tests specifically called for in the Contract Documents shall be borne by the

Contractor and such costs shall be deemed to be included in the Contract price.

3. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the City for compliance. The Contractor shall reimburse the City for the expenditures incurred in making such tests on materials and equipment which are rejected for non-compliance.

C. Preliminary Field Tests of Equipment

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make preliminary field tests of equipment. If the preliminary field tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to the acceptance tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the preliminary field tests as applicable.

D. Final Field Tests

1. Upon completion of the work and prior to final payment, all equipment and piping installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract Documents.

2. The Contractor shall furnish labor, fuel, energy, water and all other materials, equipment and instruments necessary for all acceptance tests, at no additional cost to the City. The Furnishing Supplier shall assist in the final field tests as applicable.

1.5 TEMPORARY STRUCTURES

A. Responsibility for Temporary Structures

1. In accepting the Contract, the Contractor assumes full responsibility for the sufficiency and safety of all temporary structures or work and for any damage which may result from their failure or their improper construction, maintenance or operation and will indemnify and save harmless the City, and City's Sub-consultants from all claims, suits or actions and damages or costs of every description arising by reason of failure to comply with the above provisions.

B. Temporary Fences

1. If, during the course of the work, it is necessary to remove or disturb any

fence or part thereof, the Contractor shall, at his own expense, if so approved by the City, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced at the Contractor's cost and risk. The City shall approve the material to replace the permanent fence.

1.6 SAFETY

A. Accident Prevention

1. The Contractor shall be solely responsible for the condition of the project site, including safety of all persons and property during performance of the Work in accordance with the Contract Documents. Precautions shall be exercised for the protection of person and property. The safety provisions of applicable laws, building and construction codes shall be observed. The Contractor shall comply with the U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91 596), and under Section 107 of the contract Work Hours and Safety Standards Act (PL 54), except where state and local safety standards exceed the federal requirements and except where state safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, shall be complied with.

B. First Aid

1. The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when people are employed on the work.

1.7 LINES AND GRADES

A. Grade

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as approved by the City. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

B. Safeguarding Marks

1. The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks.

2. The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost of reestablishing them if disturbed or destroyed.

3. Stationing needs to be maintained at all times.

1.8 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility

1. The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work, except as specifically described in the Plans and Specifications. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Plans, and the removal, relocation and reconstruction of such items called for on the Plans or specified shall be included in the various Contract Items and no separate payments will be made therefor. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Plans and when, in the opinion to avoid interference with the work, payment therefor will be made as provided for in the General Conditions.

2. Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.

3. Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the City. This does not preclude the Contractor of conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be submitted to the City.

4. Prior to the beginning of any excavations, the Contractor shall advise the Engineer and City of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees

1. All trees and shrubs within the limits of clearing which are to be preserved shall be adequately protected by the Contractor in accordance with City of North Port regulations. No excavated materials shall be placed within the dripline of any tree or shrub, so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced in accordance with City of North Port regulations by him with new stock of similar size and age, at proper season and at the sole expense of the Contractor, and maintained until established.

C. Restoration of Fences

1. Unless otherwise shown on the Drawings, any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the City. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific Item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made therefore. Private fences removed from within the Right-of-Way shall be replaced as described above at the Right-of-Way line.

1.9 PROTECTION OF WORK AND PUBLIC

A. Barriers and Lights

1. During the prosecution of the work, the Contractor shall put up and maintain at all times such barriers and lights as will effectually prevent accidents. The Contractor shall provide suitable barricades, lights, "danger" or "caution" signs at all places where the work causes obstructions or constitutes in any way a hazard to the plant personnel in accordance with state and local requirements.

B. Smoke Prevention

1. A strict compliance with ordinances regulating the production and emission of smoke will be required. No open fires will be permitted.

C. Noise

1. The Contractor shall eliminate noise to as great an extent as practicable

at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. The Contractor shall strictly observe all local regulations and ordinances covering noise control.

2. Except in the event of an emergency, work shall be done within the regular working hours specified in the General and Supplementary Conditions. If the proper and efficient prosecution of the work requires operations during the night, the written permission of the City shall be obtained before starting such items of the work.

3. Methods, Equipment, and Materials Description Plan: Prior to mobilization, the Contractor shall submit detailed description of methods, equipment, and materials to be used for the project.

4. Descriptions of equipment shall include Manufacturers' specifications, calibrations, appropriate drawing, photographs, and descriptions of any modifications since manufacture. This plan shall also include the Contractor's means for complying with all local noise ordinances and project specific noise requirements, including sound attenuation as necessary (City of North Port Administrative Code, Chapter 46, Article II, Division 2). The Contractor will not be allowed to mobilize until the Engineer and City approve the plan.

5. Once equipment is mobilized to the site and prior to start of work, the Contractor will be responsible for establishing a noise recording device at the closest property line to monitor noise levels and confirm that the noise levels established for the project are not exceeded. A copy of the noise ordinance is attached.

D. Access to Public Services

1. Neither the materials excavated nor the materials or plants used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes, or access required by emergency vehicles and/or personnel. During the project access to residences and mailboxes shall be maintained at all times, deliveries and medical supplies etc. shall not be obstructed.

E. Dust Prevention

1. The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

1.10 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the City and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

1.11 CLEANING

A. During Construction

1. During construction of the work, the Contractor shall keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the City, such material, debris, or rubbish constitutes a nuisance or is objectionable.

2. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefor develops.

3. The Contractor shall be responsible and liable for all spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance resulting from damages thereof.

B. Final Cleaning

1. At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

2. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

1.12 MISCELLANEOUS

A. Handling of Salty Water, Drilling Fluids and Drill Cutting

1. Due precautions should be taken to prevent spills; any spillage of fluids shall be returned to the closed circulation system.

2. In the event of any incidents occurring during construction activities (e.g. on-site spills, large volumes of circulation losses, etc.) the Contractor shall inform the City within one (1) hour so that the FDEP and other applicable agencies may be notified.

B. Protection of Waters

1. The Contractor shall properly dispose of all surplus material, including soil, in accordance with Local, State and Federal regulations. Under no circumstances shall surplus material be disposed of in waters as defined by the Florida Department of Environmental Protection, Southwest Florida Water Management District, Environmental Protection Commission, or United States Army Corps of Engineers.

C. Existing Facilities

1. The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Requirements and schedules of operations for maintaining existing facilities in service during construction shall be as described in these Specifications.

D. Use of Chemicals

1. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA, NSF or USDA.

E. Cooperation with Other Contractors and Forces

1. During progress of work under this Contract, it may be necessary for other contractors and persons employed by the City to work in or about the site. The City reserves the right to put such other contractors to work and to afford such access to the site of the work to be performed hereunder at such times as the City deems proper. The Contractor shall not impede or interfere with the work of such other contractors engaged in or about the work and shall so arrange and conduct his work that such other contractors may complete their work at the earliest date possible. Contractor shall allow access through the project site by other contractors employed by the City.

F. Temporary Utilities

1. Where water is required, purchase it from the City. A meter will be installed on a fire hydrant, location to be determined by the Contractor and coordinated with the City. The Contractor shall pay all fees and water usage charges.

2. Light and Power: Provide without additional cost to the City temporary lighting and power facilities required for the proper construction and inspection of the Work. If, in the City's opinion, these facilities are inadequate, do NOT proceed with any portion of the Work affected

thereby. Maintain temporary lighting and power until the Work is accepted.

3. Sanitary Facilities: Provide sufficient sanitary facilities for construction personnel. Prohibit and prevent nuisances on the site of the Work or on adjoining property. Discharge any employee who violates this rule. Abide by all environmental regulations or laws applicable to the Work.

G. Valves

1. City will operate all valves for shutdowns (including emergency shut downs) for the duration of the project. Contractor must provide a schedule for valve operation and shut downs a minimum of ten (10) days prior to the request for the isolation and/or shut down.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01110

ENVIRONMENTAL PROTECTION PROCUEDURES

PART 1 - GENERAL

1.1 SCOPE

A. Furnish all labor, materials and equipment and perform all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of inspection, rehabilitation and/or construction operations under this Contract. For the purpose of this Section, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species; or degrade the utility of the environment for aesthetic and/or recreational purposes.

B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.

C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to construction activity in that area.

D. This Section is intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings. These are general guidelines. It is the Contractor's responsibility to determine the specific construction techniques to meet these guidelines.

E. All phases of sedimentation and erosion control shall comply with and be subject to the approval of the Southwest Florida Water Management District, the Florida Department of Environmental Protection and the City of North Port. Prepare sedimentation and erosion control drawings meeting the requirements for approval by these agencies. Upon approval, furnish two copies of the approved Drawing to the Engineer and/or City.

1.2 APPLICABLE REGUATIONS

A. Comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

1.3 NOTIFICATIONS

A. The Engineer and/or City will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the Engineer or City, of any non-compliance with State or local requirements. After receipt of such notice from the Engineer, City or from the regulatory agency through the Engineer, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

1.4 IMPLEMENTATION

A. Prior to commencement of the work, meet with the Engineer and/or City to develop mutual understandings relative to compliance with these provisions and administration of the environmental pollution control program.

B. Remove temporary environmental control features, when approved by the Engineer and/or City and incorporate permanent control features into the project at the earliest practicable time.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 EROSION CONTROL

A. Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of the work, ditches shall be backfilled and the ground surface restored to original condition.

3.2 PROTECTION OF STREAMS AND OTHER SURFACE WATERS

A. Take all precautions to prevent, or reduce to a minimum, any damage to any stream or surface water from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing, that contains oils or sediments that will reduce the quality of the water in the stream, shall not be directly returned to the stream. Divert such waters through a settling basin or filter before being directed into streams or surface waters.

B. Do not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels.

C. Take all preventative measures to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action approved by the Florida Department of Environmental Protection.

3.3 PROTECTION OF LAND RESOURCES

A. Restore land resources within the project boundaries and outside the limits of permanent work to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Confine all construction activities to areas shown on the Drawings.

B. Outside of areas requiring earthwork for the construction of the new facilities, do not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the Engineer and/or City. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.

C. Before beginning operations near them, protect trees that may possibly be defaced, bruised, injured, or otherwise damaged by the construction equipment, dumping or other operations, by placing boards, planks, or poles around them. Monuments and markers shall be protected similarly.

D. Trees or other landscape features scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to their original condition. The Engineer and/or City will decide the method of restoration to be

used and whether damaged trees shall be treated and healed or removed and disposed of.

1. All scars made on trees by equipment, construction operations, or by the removal of limbs larger than one (1”) inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.
2. Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and are beyond saving in the opinion of the Engineer and/or City, shall be immediately removed and replaced.

E. The locations of the Contractor's storage and other construction buildings required temporarily in the performance of the work, shall be cleared portions of the job site or areas to be cleared as shown on the Drawings and approved by the Engineer and shall not be within wetlands or floodplains. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Drawings showing storage facilities shall be submitted for approval of the Engineer and/or City.

F. If the Contractor proposes to construct temporary roads or embankments and excavations for plant and/or work areas, they shall submit the following for approval at least ten days prior to scheduled start of such temporary work.

1. A layout of all temporary roads, excavations, embankments and drainage to be constructed within the work area.

2. Details of temporary road construction.

3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.

4. A landscaping drawing showing the proposed restoration of the area. Indicate the proposed removal of any trees and shrubs outside the limits of existing clearing area. Indicate locations of guard posts or barriers required to control vehicular traffic and protect trees and shrubs to be maintained undamaged. The Drawing shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the Contractor's approved drawings shall be made only with the written approval of the Engineer. No unauthorized road construction, excavation or

embankment construction including disposal areas will be permitted.

G. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess of waste materials, or any other vestiges of construction as directed by the Engineer and/or City. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon. The disturbed areas shall be prepared and seeded as described in Section 321030, or as approved by the Engineer and/or City.

H. All debris and excess material will be disposed of outside wetland or floodplain areas in an environmentally sound manner.

3.4 PROTECTION OF AIR QUALITY

A. Burning - The use of burning at the project site for the disposal of refuse and debris will not be permitted.

B. Dust Control - Maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded and which would cause a hazard or nuisance to others.

C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited.

D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor shall have sufficient competent equipment on the job to accomplish this. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the Engineer and/or City.

3.5 NOISE CONTROL

A. Make every effort to minimize noises caused by the construction operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with Federal and State regulations.

3.6 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

A. Maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

END OF SECTION

SECTION 012000

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 EXPLANATION AND DEFINITIONS

A. The following explanation of Measurement and Payment for the bid form items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the bid form or relieve the Contractor of the necessity of furnishing such as a part of the contract at no additional cost.

1.2 MEASUREMENT

A. The quantities set forth in the bid form are approximate and are given to establish a uniform basis for the comparison of bids. The City reserves the right to increase or decrease the quantity of any class or portion of the work during the progress of construction in accord with the terms of the Contract.

B. No separate payment will be made for mobilization. Mobilization is considered incidental to other work to be performed in the Work Assignment and the costs shall be included in those identified bid items as shown on the Bid Form.

1.3 PAYMENT

A. Payment shall be made for the items listed on the Bid Form on the basis of the work actually performed, completed, and accepted by the City, such Work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, restoration of disturbed areas, and all other appurtenances to complete the construction and installation of the Work as shown on the Plans and described in these Technical Specifications.

B. Unit prices are used as a means of computing the final figures for bid and Contract purposes, for periodic payments for Work performed, for determining value of additions or deletions, and wherever else reasonable.

C. No separate payment will be made for mobilization. Mobilization is considered incidental to other work to be performed in the Work

Assignment and the costs shall be included in those identified bid items as shown on the Bid Form.

D. Monthly payments shall be subject to retainage as stated in the Contract.

1.4 MEASUREMENT FOR PAYMENT

A. Methods for Measurement: Units for measurement shall be:

1. Each (EA).
2. Linear Feet (LF).
3. Lump Sum (LS).
4. Square Feet (SF).
5. Square Yards (SY).

B. Unit Price Contracts/Items:

1. Linear Feet (LF) shall be measured along the horizontal length of the centerline of the installed material, unless otherwise specified. Pipe shall be measured along the centerline of the length of the completed pipeline, regardless of the type of joint required, without deduction for the length of valves or fittings. Pipe included within the limits of lump sum items will not be measured.

2. Square Feet (SF) and Square Yards (SY) shall be measured as the amount of the material installed within the limits shown and specified in the Plans and these Technical Specifications. Slope angles and elevations shall be measured using land surveying equipment. The Contractor shall provide supporting documentation (i.e., drawings, delivery tickets, invoices, survey calculations, etc.) to verify the actual quantity installed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 GENERAL

A. Payment shall be made on the basis of Work actually performed completing each item in the Bid Form, such Work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the Construction Plans and described in these Technical Specifications.

B. Water used for flushing, pressure testing, and other activities shall be provided through a metered jumper. The cost of the City meter, fee for water used, and the necessary piping and appurtenances shall be included in the unit price for the Item in which the water is being used for.

C. No payment will be made for work outside the scope of work performed prior to approval of a change order.

D. No separate payment will be made for the following items that are applicable to the scope of this project, and the cost of such Work shall be included in the applicable Bid Items:

1. Submittals.
2. Obtaining and maintaining areas for storage and staging.
3. Furnishing, installing, and maintaining erosion control and other environmental protection measures.
4. Dust control.
5. Clearing and grubbing.
6. Removal and replacement of all obstructions located in the path of the work including but not limited to signs, fences, trees, ornamental vegetation, landscaping structures, sidewalk, curbing, culverts, storm sewers, etc., unless paid for under a separate bid item.
7. Stripping and stockpiling topsoil.
8. Holding/staying utility poles to facilitate construction.
9. Necessary pavement/slab removal, including but not limited to saw cutting and removing the entire thickness of the pavement/slab.
10. Replacement or restoration of paved or unpaved roadways and grass and shrubbery plots outside of established pay limits.
11. Restoration of shell and crushed stone drives unless paid for under a separate bid item.
12. Replacement or restoration of curbing, gutter, sidewalk, and site restoration of any areas damaged during construction activities.
13. Grading.
14. Sodding.
15. Removing/hauling and disposing of waste material due to construction.
16. Cleanup.
17. Maintaining the existing quality of service during construction.
18. Utility notification and location and exploratory excavations for locating existing utilities.
19. Protection of existing utilities during construction.
20. Repair of existing utilities damage during construction.
21. Repair of utility service connections (including but not limited to sanitary sewer house laterals; potable water service lines; reclaimed water service lines; electric, cable, and telephone service lines) damaged during construction.
22. Repair of irrigation systems damaged during construction.

23. Repair and/or cleaning of storm sewers, inlets, and catch basins damaged or filled with sediment during construction.
24. Providing the services of an independent testing laboratory for materials and compaction testing.
25. Providing the services of a professional land surveyor, licensed in the State of Florida, to establish horizontal and vertical control, layout the work, and assist with the preparation of as-built drawings.
26. Complying with permit requirements, including submitting notifications, reporting, and closeout documentation.
27. As-built drawings.
28. Noise suppression measures.
29. Removing, relocating, and resetting existing street signage to facilitate construction.
30. Removing, relocating, and resetting mailboxes to facilitate construction.
31. Protection of existing landscaping during construction.
32. Repairing and/or replacing existing landscaping damaged or repaired during construction.
33. Warranties.
34. All other appurtenant work as required for a complete and operable system.

3.2 BID ITEMS

See the bid form.

END OF SECTION

SECTION 012100

EXCAVATION – SUNSHINE 811

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Contractor shall comply with all regulations and laws concerning excavation, demolition, and use of explosives in any public way, public utility company right-of-way or easement, or privately-owned land under which any public utility company maintains facilities.

1.2 REQUIREMENTS

A. Utility Underground Plant Damage Prevention Authority: Sunshine State One Call (Sunshine 811) is the Utility Underground Plant Damage Prevention Authority in Florida.

1. The Contractor shall be aware that not all utilities are members of Sunshine State One Call.

B. The telephone number for Sunshine State One Call is 811 or 800-432-4770.

C. The Contractor shall notify Sunshine State One Call of contemplated excavation, demolition, and use of explosives in public or private ways and in any utility company right of way or easement.

D. The Contractor shall also notify all non-members of Sunshine State One Call of contemplated excavation, demolition, and use of explosives in public or private ways and in any utility company right of way or easement.

E. Notification of Sunshine State One Call and non-members of Sunshine State One Call shall be made at least two full business days prior to the work for regular dig sites (10 full business days when digging underwater). Utilities contacted are required to respond to the notice within two business days for regular dig sites (10 business days for underwater sites) from the time said notice is received by designating at the specified site the location of pipes, mains, wires, or conduits.

F. The Contractor shall not commence Work until all utilities have responded as noted above. The Work shall then be performed in such a manner and with reasonable precautions taken to protect the locate

marks through the project and avoid damage to utilities under the surface in said areas of Work.

G. Any deviations that affect the Work shall be reported to the City and Engineer.

H. A Sunshine State One Call ticket is valid for 30 calendar days.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012500

SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Furnish and install products specified, under options and conditions for substitutions stated in this Section.

B. Whenever a product, material or item of equipment is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, followed by the phrase "or equal," the specific item mentioned shall be the basis upon which bids are to be prepared, and shall be understood as establishing the type, function, dimension, appearance and quality desired. Other manufacturer's or vendor's products not named will be considered as substitutions, provided the required information is submitted in the manner set forth in this Section and provided the substitution will not require substantial revision to the Contract Documents.

1.2 RELATED WORK

A. Delivery Storage and Handling is included in Section 016610.

1.3 SUBMITTAL OF LIST OF PROPOSED SUBSTITUTIONS

A. Bidders shall submit their list of proposed substitutions and the proposed monetary changes associated therewith to the City together with their bids.

1.4 CONTRACTOR'S OPTIONS

A. Products shall be in accordance with City of North Port Utilities Standards Specifications and Standard Details, unless otherwise specified.

B. For Products specified by naming several products or manufacturers, select any one of products and manufacturers named which complies with Specifications.

C. For products specified by naming one or more products or manufacturers and stating, "or equal," submit a request as for substitutions, for any product or manufacturer which is not specifically

named.

D. For products specified by naming only one product and manufacturer, there is no option and no substitution will be allowed.

1.5 SUBSTITUTIONS

A. In order for substitutions to be considered, the Contractor shall submit, within 30 days of issuance of Notice to Proceed, complete data as set forth herein to permit complete analysis of all proposed substitutions noted on his substitutions list. No substitution shall be considered unless the Contractor provides the required data in accordance with the requirements of this Section within the 30-day period, unless agreed in writing by City & Contractor.

B. Submit separate request for each substitution. Support each request with:

1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:

   a. Product identification, including manufacturer's name and address.

   b. Manufacturer's literature; identify:

      1) Product description.
      2) Reference standards.
      3) Performance and test data.
      4) Operation and maintenance data.

   c. Samples, as applicable.

   d. Name and address of similar projects on which product has been used, and date of each installation.

2. Itemized comparison of the proposed substitution with product specified. List significant variations. Substitution shall not change design intent and shall perform equal to that specified.

3. Data relating to impact on construction schedule occasioned by the proposed substitution. Substitutions shall not allow delay of substantial completion.

4. Any effect of substitution on separate contracts.

5. List of changes required in other work or products.

6. Accurate cost data comparing proposed substitution with product specified.

a. Amount of any net change to Contract Sum.

7. Designation of required license fees or royalties.

8. Designation of availability of maintenance services, sources of replacement materials.

C. Substitutions will not be considered for acceptance when:

1. They are indicated or implied on shop drawings or product data submittals without a formal request from Contractor.

2. They are requested directly by a subcontractor or supplier.

3. Acceptance will require substantial revision of Contract Documents.

D. Requests for substitutions submitted more than 30 days after NTP will not be considered unless evidence is submitted to the City and Engineer that all of the following circumstances exist:

1. The specified product is unavailable for reasons beyond the control of the Contractor. Such reasons shall consist of strikes, bankruptcy, discontinuance of manufacturer, or Force Majeure.

2. The Contractor placed, or attempted to place, orders for the specified products within 10 days after Notice of Award.

3. Request for substitution is made in writing to the City within 10 days of the date on which the Contractor ascertains that he cannot obtain the item specified.

4. Complete data as set forth herein to permit complete analysis of the proposed substitution is submitted with the request.

E. The City’s decision regarding evaluation of substitutions shall be considered final and binding. Requests for time extensions and additional costs based on submission of, acceptance of, or rejection of substitutions will not be allowed.

1.6 CONTRACTOR’S REPRESENTATION

A. In making formal request for substitution, Contractor represents that:

1. He/she has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.

2. He/she will provide same warranties or bonds for substitution as for product specified.

3. He/she will coordinate installation of accepted substitution into the Work and will make such changes as may be required for the Work to be complete in all respects.

5. He/she waives claims for additional costs caused by substitution which may subsequently become apparent.

6. Cost data is complete and includes related costs under his/her Contract, but not:

   a. Costs under separate contracts.

   b. City's costs for redesign or revision of Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012613

REQUESTS FOR INFORMATION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section specifies the general methods and requirements of Requests for Information (RFIs).

1.2 RELATED WORK

A. Additional requirements may be specified in the General Conditions.

B. Submittals are included in Section 013000.

C. Project Record Documents are included in Section 017839.

1.3 REQUESTS FOR INFORMATION

A. When the Contractor believes that additional information or clarification of a contract requirement is needed, it may initiate a Request for Information

B. RFIs may relate to Technical matters or Administrative matters. The RFI process shall be limited to the clarification of technical and/or administrative matters. While the response to an RFI might lead to a change in the contract scope, cost or time, RFIs are not a substitute to the notification requirements stipulated in the General Conditions.

C. A response to an RFI may authorize minor changes to the contract consistent with the terms of the contract related to the responsibilities and limitations of authority of the City.

D. A response to an RFI is not an authorization to perform any additional work that would require that change order or written amendment to the contract. If the Contractor believes the response to an RFI requires a change to the contract, Contractor shall promptly provide written notice to the City in accordance with the General Conditions.

E. RFIs are not a substitute for the Submittals process specified elsewhere.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 ORIGINATION

A. The Contactor shall originate RFIs.

1. RFIs numbering shall be sequential. In the event that an answered RFI results in a follow-up inquiry, the follow-up shall maintain the same number as the original, appended with a suffix.

2. Include Specification Section(s), Drawing(s), or detail(s) for which information is requested.

3. Attach drawings, sketches, photographs or other relevant information.

4. If the question concerns an interpretation of the Contract Documents, enter the Contractor's interpretation.

5. Indicate the date by which the Contractor requests a reply.

6. Sign the appropriate portion of the form.

B. RFIs may not be submitted by subcontractors or suppliers. When a subcontractor or supplier generates a request for information or clarification to the Contractor, the Contractor shall incorporate such requests into the required format.

C. Contractor shall maintain a log of all RFIs including the date originated, date delivered, and date answered.

3.2 PROCESSING

A. Contractor shall submit all RFIs to the City for processing via email. Engineer must be copied on RFI and the subject line must contain the project name and the letters “RFI”.

B. Technical RFIs will generally be reviewed and answered by the respective discipline Engineer or architect. The Engineer will forward the RFI response to the City and Contractor.

C. Administrative RFIs will generally be reviewed and answered by the Engineer in consultation with the City. The Engineer will then forward the RFI response to the City and Contractor.

D. The Engineer will generally respond to RFIs within seven calendar days of receipt – depending on the complexity of the inquiry.

3.3 RESPONSES

A. If the RFI contains sufficient clarity, the Engineer will insert a response in the lower portion of the RFI form, sign and date the response; and, return the completed form to the City and Contractor.

B. If the RFI does not contain sufficient clarity, the Engineer may request additional information, from the Contractor.

C. Engineer will distribute copies to the City and project files.

D. Engineer will maintain a log of all RFIs including the date received and date returned to Contractor.

3.4 RECORD INFORMATION

A. Contractor shall include all clarifications obtained through the RFI process into the record information in accordance with Section 017839.

END OF SECTION

SECTION 012663

CHANGE ORDER PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Contractor shall promptly implement change order procedures:

1. Provide full written data required to evaluate the time and associated costs of changes.

2. Maintain detailed records of work done on a time-and-material basis.

3. Provide full documentation to the City.

1.2 DEFINITIONS

A. Change Order: A written order that is issued to modify or amend a contract or purchase order, which directs the Contractor to make changes to the contract price, contract time, or contract scope. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered in the Contract Documents for the project.

1.3 PRELIMINARY PROCEDURES

A. The City may initiate changes by submitting a proposal request to the Contractor. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress. Request will include:

1. Detailed description of the change, products, and location of the change in the project.

2. Supplementary or revised Plans or Technical Specifications.

3. The projected time span for making the change and whether overtime work is authorized.

4. A specific period of time during which the requested price will be considered valid.

B. The Contractor may initiate changes by submitting a written notice to

City, containing:

1. Description of the proposed changes.

2. Statement of the reason for making the changes.

3. Statement of the effect on the contract price and the contract time.

4. Statement of the effect on the work of subcontractors or other contractors.

5. Documentation supporting any change in contract price and/or contract time.

1.4 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. For each item for which a unit price has not previously been established, provide a lump sum proposal with sufficient substantiating data including labor, materials, equipment, and overhead and profit to allow the City to evaluate the quotation.

B. On request, provide additional data to support time and cost computations:

1. Labor required.

2. Equipment required.

3. Products required.
   a. Recommended source of purchase and unit cost.
   b. Quantities required.

4. Insurance and bonds.

5. Credit for work deleted from Contract, similarly detailed and documented.

6. Overhead and profit.

   a. The Contractor's fee for overhead and profit shall be limited to:

      i. Direct payroll costs: Fifteen percent (15%).
      ii. Materials and equipment incorporated into the work: Fifteen percent (15%).
      iii. Subcontractors: Five percent (5%).
      iv. Rentals of construction equipment and machinery: Zero percent (0%).
      v. Special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and

accountants): Zero percent (0%).
vi. Transportation and maintenance of materials, supplies, equipment, machinery, tools, appliances, office, and temporary facilities: Zero percent (0%).
vii. Utilities: Zero percent (0%).
viii. Bonds and Insurance: Zero percent (0%).

7. Justification for any change in Contract Time. Justification shall include a revised project schedule identifying the impact of the change.

C. Support each claim for additional costs, and for work done on a time-and-material basis, with documentation as required for a lump-sum proposal, plus additional information:

1. Name of the City's authorized agent who ordered the work, and date of the order.

2. Dates and times work was performed, and by whom.

3. Time record, summary of hours worked, and hourly rates paid (Certified Payroll).

4. Receipts and invoices for:

a. Equipment used, listing dates and times of use, and hourly rates.
b. Products used, listing of quantities and receipted bills.
c. Subcontractors billings and description of work performed.

1.5 PREPARATION OF CHANGE ORDERS

A. The City will prepare each Change Order utilizing backup prepared by the Contractor.

B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised contract documents to define details of the change.

C. Change Order will provide an accounting of the adjustment in the contract price and/or contract time.

1.6 LUMP SUM OR FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. The City's proposal request and Contractor's responsive proposal as mutually agreed between the City and Contractor.

2. The Contractor's proposal for a change, as recommended by the City.

B. The Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

C. The City will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

1.7 UNIT PRICE CHANGE ORDERS

A. Content of Change Orders will be based on, either:

1. The City's definition of the scope of the required changes.

2. The Contractor's proposal for a change, as recommended by City.

3. Measurement of completed work.

B. The amounts of the unit prices to be:

1. Those stated in the Agreement.

2. Those mutually agreed upon between the City and Contractor.

1.8 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. The Contractor shall revise the Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted contract price.

B. The Contractor shall revise the Construction Schedule to reflect each change in Contract Time. Subcontractor schedules shall also be revised to show changes for other items of work affected by the changes.

C. Upon completion of work under a Change Order, the Contractor shall record pertinent changes in the as-built drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012973

SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Procedures for preparation and submittal of schedule of values.

1.2 FORMAT

A. The cost breakdown shall generally be in the same format as the Technical Specifications, with major items of work listed individually and clearly correlated to bid items.

B. The cost breakdown shall include separate cost for any testing, startup, and training as required.

1.3 CONTENT

A. List estimated installed value of each major item of Work and each subcontracted item of Work as a separate line item to serve as a basis for computing values for Progress Payments.

B. For each major subcontract, list products and operations of that subcontract as separate line items.

C. Coordinate listed items with Progress Schedule.

D. For lump sum bid items, component listing shall each include a directly proportional amount of Contractor’s overhead, profit, and bonds and insurance costs.

E. For items on which payments will be requested for stored products, list sub-values for cost of stored products.

F. The sum of values for all items associated with a bid item shall equal the total cost of the bid item. The sum of values listed shall equal total Contract Price.

G. Unbalanced schedule of values will not be acceptable and, when discovered, will be returned for adjustment to reflect actual costs.

H. Contractor to assist the City to develop the retired asset’s value as

applicable to the project.

1.4 SUBSTANTIATING DATA

A. When the City or Engineer requires substantiating information, submit data justifying line items amounts in question. Only those line item amounts that the Contractor can justify to the satisfaction of the City and Engineer will be acceptable.

1.5 SUBMITTAL

A. Submit the preliminary schedule of values within 10 days of Notice to Proceed.

B. If activities are added or removed from the Contract, revise the schedule of values and resubmit.

C. No payment will be made to the Contractor prior to acceptance of the schedule of values by the City and Engineer.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 012983

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Submit Applications for Payment to the City in accordance with the schedule established by Conditions of the Contract and Agreement between City and the Contractor.

B. The accepted Schedule of Values, Section 012973 shall be used as the basis for the Contractor's Application for Payment.

1.2 FORMAT AND CONTENT

A. Contractor’s standard forms will be considered for approval by the City upon Contractor’s request.

1. The Schedule of Values shall provide a breakdown of the Contract value in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items as necessary. The total shall equal the Contract value.

2. Show line items for indirect costs and margins on costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.

    a. Temporary facilities and items that are not direct cost of work-in-place may be shown as separate line items if bid in that manner.

3. Update and resubmit the Schedule of Values when Change Orders change the Contract value.

1.3 APPLICATION FOR PAYMENT

A. Applications for Payment shall be consistent with previous applications and payments as certified and paid for by the City and/or Engineer.

B. Payment Application Times: Pay periods shall run through month end, unless otherwise stated. The City and Engineer shall review draft application and provide comments/corrections to the Contractor within 7

days of receipt of draft application. The City shall issue payment to the Contractor in accordance with the Florida Prompt Payment Act.

C. Payment Application Forms: Payment Application forms shall be prepared the Contractor and sent to the City for approval.

D. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the Contractor. The City will return incomplete applications without action.

E. Entries shall match data on the Schedule of Values and the Contractor's Progress Schedule. Use updated schedules if revisions were made.

F. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.

G. Monthly applications for payment shall be subject to retainage in accordance with the Prompt Payment Act and as stated in the Contract.

1.4 TRANSMITTAL

A. Submit certified electronic copies of each Application for Payment to the City within the timeframes set forth in Section 218.735 F.S. One copy shall be complete, including waivers of lien, updated project schedule, and surety company consent to progress payment.

1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.

1.5 INITIAL APPLICATION FOR PAYMENT

A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Progress Schedule (preliminary if not final).
5. Submittal Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. Copies of building permits (if applicable).

8. Copies of licenses from governing authorities.

9. Certificates of insurance and insurance policies.

10. Performance and payment bonds.

1.6 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for City occupancy of designated portions of the Work.

1. Administrative actions and submittals that shall precede or coincide with this application include the following:

   a. Occupancy permits (if applicable).
   b. Warranties and maintenance agreements.
   c. Test/adjust/balance records.
   d. Maintenance instructions.
   e. Meter readings.
   f. Changeover information related to City's occupancy.
   g. Final cleaning.
   h. Application for reduction of retainage and consent of surety.

1.7 FINAL PAYMENT APPLICATION

A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Refer and comply with City contract requirements.

   a. Consent of Surety to Final Payment
   b. Warranty

2. Letter / Certificate of Completed Demonstration from the Contractor.

3. Transmittal of Project construction records to the City.

4. Record drawings certified by the Contractor’s Professional Surveyor.

5. Proof that taxes, fees and similar obligations were paid.

6. Removal of temporary facilities and services.

7. Change of gate locks to City's access (if applicable).

8. Final Release of Lien Form

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 013000

Shop Drawings, Submittals and Samples

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This section includes the procedures for submittals.

B. The Contractor shall maintain an accurate, up-to-date submittal log. A copy of the Contractor's submittal log shall be submitted with each submittal. This log should include the following items:

1. Submittal description and number assigned.
2. Date submitted to City/Engineer.
3. Date returned from City/Engineer.
4. Status of Submittal (No Exceptions Taken, Reviewed as Modified, Revise and Resubmit, Not Reviewed/Rejected).
5. Date of resubmittal and return (as applicable).
6. Date material released (for fabrication or delivery, as applicable).
7. Projected date of fabrication (as applicable).
8. Projected date of delivery to site.
9. Projected date and required lead time so that product installation does not delay contact.
10. Status of O&M manuals submitted (as applicable).

1.2 SHOP DRAWINGS

A. Present in a clear and thorough manner. Title each drawing with project name and number, identify each element of drawings by reference to the NPU Technical Specification Section and paragraph, sheet number, detail, etc. Use and complete a cover page for each submittal. Failure to use a cover page will result in submittals being returned without review.

B. Identify field dimensions. Show relation to adjacent or critical features, work, or products.

C. Shop drawings and submittals shall be transmitted electronically to the City and Engineer.

1.3 PRODUCT DATA

A. Submit only pages which are pertinent. Mark each copy of standard printed data to identify pertinent products, referenced to Technical Specification Section number. Show reference standards, performance characteristics, capacities, component parts, finishes, dimensions, required clearances, etc. in order to show compliance with the Plans and Technical Specifications.

B. Provide Safety Data Sheets (SDS) required by OSHA for all chemicals to be supplied under this contract.

C. Submittals made without the required transmittal form that clearly identifies the respective Technical Specification Section number for which the submittal is being made will be returned without review. It is the Contractor's responsibility to make clearly identified submittals.

D. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.

E. Provide manufacturer's preparation, assembly, delivery, storage, installation, startup, adjusting, and finishing instructions.

1.4 SAMPLES

A. Submit full range of manufacturer's standard finishes, except when more restrictive requirements are specified, indicating colors, textures, and patterns, for the City's selection.

B. Submit samples to illustrate functional characteristics of products, including parts and attachments.

C. Acceptable samples which may be used in the Work are indicated in the individual Technical Specification Section for the product or material.

D. Label each sample with identification required for transmittal letter.

E. Provide field samples of finishes for the project, as required by individual Technical Specification Sections. Install each sample

complete and finished. Acceptable finishes in place may be retained in the completed work.

F. Those provisions of Paragraph 1.3 of this Section that relate to submittal identification and completeness are applicable for sample submittal.

1.5 CONTRACTOR REVIEW

A. Review submittals prior to transmittal. Determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of the Contract Documents.

B. Coordinate submittals with requirements of the work and Contract Documents.

C. Sign and date each sheet of shop drawings and product data, and each sample label to certify compliance with requirements of the Contract Documents. Notify the City in writing at time of submittal of any deviations from requirements of the Contract Documents.

D. Do not purchase, fabricate, or ship products or begin work that requires submittals until return of submittal that the City and/or Engineer has reviewed.

E. The Contractor shall check and verify all field measurements and shall be responsible for prompt submission of all shop and working drawings so there shall be no delay in the work.

F. The Contractor shall be responsible for the delays and/or additional expenses that result from the Contractor's failure to submit a complete submittal and/or to identify portions of the submittal that do not conform to the Technical Specifications.

1.6 SUBMITTAL REQUIREMENTS

A. Shop drawings and product data submittals shall be prepared and transmitted electronically in PDF format unless otherwise specified.

B. Use a transmittal form for submittals to the City. Identify Project by title. Identify work and product by Technical Specification section and paragraph number.

C. Submittals shall be made in accordance with the Progress Schedule and in such sequence to avoid delay in the work.

D. Apply Contractor's electronic stamp, signed certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of the work and Contract Documents.

E. Group submittals as listed in Paragraph 3.1. For submittals which are necessary but not listed in Paragraph 3.1, coordinate submittals into logical groupings to facilitate interrelation of the several items:

1. Finishes that involve the City's selection of colors, textures, or patterns.

2. Associated items that require correlation for efficient function or for installation.

F. Submit number of samples required by individual Technical Specification sections (where applicable).

1.7 RESUBMITTALS

A. Contractor shall make resubmittals under procedures specified for initial submittals. Changes made since previous submittal shall be identified.

B. Resubmittals shall supersede initial submittals.

1.8 CITY/ENGINEER REVIEW

A. Responses to thorough, clear, complete submittals will be provided to the Contractor with reasonable promptness (approximately two (2) weeks).

B. Submittals reviewed will be returned electronically stamped.

C. Incomplete, vague, non-stamped, and otherwise unacceptable submittals will be returned unreviewed.

1.9 DISTRIBUTION

A. The Contractor shall duplicate and distribute reproductions of shop drawings, copies of product data, and samples that have been approved, to the job site file, the record documents file, subcontractors, suppliers, other affected contractors, and other entities requiring information.

1.10 SCHEDULE OF SUBMITTALS

A. Shop drawings, product data, and sample submittals shall be made

in a timely and logical fashion accounting for the work scheduling and job progress.

B. It is the Contractor's responsibility to prepare, coordinate, and review all submittals prior to delivery to the City and Engineer. The City and/or Engineer will review each thorough, clear, complete submittal and resubmittals as applicable.

1.11 REVIEW QUALIFICATION

A. Regardless of corrections made or acceptance of such drawings by the City, the Contractor shall nevertheless be responsible for the accuracy of such drawings, their conformity to the Contract Documents, and suitability for the work.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CONTRACTOR SUBMITTALS

A. The following submittals shall be required from the Contractor. Additional submittals shall be provided as necessary.

SUBMITTAL	REQUIREMENTS	REFERENCE
Schedule of Values	Submit within 10 days of Notice to Proceed	Supplemental Technical Specifications Section 012973
Preliminary Progress Schedule	Submit prior to mobilizing equipment or material to the site.	Supplemental Technical Specifications Section 013200
Revised Progress Schedules	Submit with each pay request; accompany with a narrative report.	Supplemental Technical Specifications Section 013200
Warranties and Bonds	Submit one (1) binder within 10 days of Final Completion and prior to final application for payment.	Supplemental Technical Specifications Section 017836
Record Documents	Submit all project record documents and samples at Contract closeout.	Supplemental Technical Specifications Section 017839
Color Audio-Video Preconstruction Record	Submit three (3) complete DVDs accompanied by hard copy electronic media site recordings logs prior to mobilizing equipment or materials to the site	Supplemental Technical Specifications Section 018050

******Additional submittals shall be provided for items on the bid form and items that are part of the installation of the bid items.

END OF SECTION

SECTION 013119

PROJECT MEETINGS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The City shall schedule a pre-construction meeting, periodic progress meetings and specially called meetings throughout the progress of the work.

1.2 RELATED REQUIREMENTS

A. Construction Progress Schedules are included in Section 013200.

B. Shop Drawings, Submittals and Samples are included in Section 013000.

C. Project Record Documents are included in Section 017839.

1.3 QUALIFICATIONS OF MEETING PARTICIPANTS

A. Representatives of entities participating in meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.4 PRE-CONSTRUCTION MEETINGS

A. Preconstruction meeting should be scheduled no later than 20 days after date of Notice of Award.

B. Location: North Port City Hall: 4790 City Hall Blvd, North Port, FL 34286

C. Attendance

1. City’s representatives
2. City’s professional consultants
3. Contractor's Superintendent
4. Major Subcontractors
5. Major suppliers
6. Utilities
7. Others as appropriate

D. Suggested agenda and topics of discussion to include but are not limited to:

1. Distribution and discussion of the Contractor's list of major subcontractors and suppliers and the projected Construction Schedule.

2. Critical work sequencing.

3. Major equipment deliveries and priorities.

4. Project Coordination including the designation of responsible personnel.

5. Procedures and processing of requests for information, submittals, change orders, and Applications for Payment.

6. Procedures for maintaining Record Documents.

7. Staging and storage areas.

8. Temporary utilities.

9. Housekeeping procedures.

1.5 PROGRESS MEETINGS

A. General: Progress meetings shall be conducted as necessary and as determined by the City, Engineer and the Contractor. The frequency and location of these meetings may be altered upon the agreement of the City and Contractor.

B. The City shall make physical arrangements for the meetings. The City or Engineer shall prepare agendas, notify each anticipated participant, preside at the meetings, record minutes, and distribute copies of the minutes within seven (7) days of meeting to participants and interested parties.

C. Attendance: Contractor's superintendent, representatives of the City, the Engineer, subcontractors who are or are proximate to be actively involved in the Work, and others who are necessary to the agenda are required. Representatives of other utilities when the Work affects their interests shall be invited.

D. The Contractor shall submit at each meeting:

1. Construction schedule, regardless whether revisions have been made.

2. A written projected schedule for the next two weeks.

3. Written claims for additional compensation.

4. Written claims for rain days to extend the Contract.

5. Results of all testing and Value Engineering Proposals as applicable.

E. Tentative Agenda:

1. Review of Work progress and schedule.

   a. Actual start and finish dates of completed activities since last progress meeting.
   b. Durations and progress of activities not completed.
   c. Subcontractors' progress.
   d. Percentage of completion of items on Pay Request.
   e. Delivery schedules.
   f. Revisions to Schedule: Shall include reasons for required revisions and their effect on Contract Time and Contract Price.

1.4 PRE-INSTALLATION MEETINGS

A. General: The Contractor shall meet with manufacturers and/or installers (as appropriate and applicable to the nature of the project) of major units of construction that require coordination between the Contractor, the City, subcontractors, or others. Major units of construction that require pre-installation meetings include:

1. Piping tie-ins.
2. Any work requiring a shutdown or other interruptions.
3. Horizontal directional drills.

B. Meetings shall be conducted at the North Port Utilities Office located at 6644 West Price Blvd., North Port, FL 34291, or other mutually agreed upon place.

C. The Contractor shall schedule meetings at least seven (7) days in advance of installation. The Contractor shall prepare and distribute to each anticipated participant a written notice and agenda at least four (4) days before the meeting. The Contractor shall preside at the meetings, record minutes, and distribute copies of the minute within seven (7) days of meeting to participants and interested parties.

D. Attendance: Contractor's superintendent, appropriate manufacturers and/or installers of major units of constructions, affected subcontractors, and others affected. The City and Engineer shall be invited.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 013200

PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Procedures for preparation and submittal of construction Progress Schedules and periodic updating using a Critical Path Method Schedule.

B. A separate schedule of submittal dates for shop drawings, product data and samples, and dates reviewed submittals will be required by the City.

C. Construction under this contract must be coordinated with the City's personnel and accomplished in a logical order to maintain existing facilities and to allow construction to be completed within the time allowed by Contract Documents.

1.2 FORMAT

A. Prepare schedules as a horizontal bar chart or network with separate bar or node for each major portion of Work or operation, identifying first work day of each week and identifying each portion of the Work that is critical to timely project completion.

B. Sequence of Listings: The chronological order of the start of each item of Work.

C. Scale and Spacing: Provide space for notations and revisions.

D. Sheet Size: 11 inches x 17 inches maximum. Electronic copies are preferred.

1.3 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

1. At a minimum, each bid item from the Bid Form shall be included as an activity or an explanation why a bid item is not included as an activity.

2. Include arrows showing the dependencies between tasks.

3. Include the duration for each activity.

4. Indicate the total float.

B. Identify each item by major Technical Specification Section number.

C. Identify Work of separate stages and other logically grouped activities.

D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the last day of each month.

E. Coordinate content with requests for payment of completed work.

F. The Contractor shall not manipulate float time which results in a schedule that varies substantially from the contract time allowed in these Contract Documents.

1.4 CITY RECOGNIZED HOLIDAYS

A. Refer to Specification 011000 Summary of Work.

1.5 REVISIONS TO SCHEDULES

A. Indicate progress of each activity to date of submittal, and indicate projected completion date of each activity.

B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

C. Provide narrative report to define problem areas, anticipated delays, and impacts on schedule. Report corrective action taken or proposed and its effect.

1.6 SUBMITTALS

A. Submit initial schedules within 10 days of Notice to Proceed. After review, resubmit required revised data within 10 days.

B. Submit revised progress schedules for review with each pay request.

1.7 DISTRIBUTION

A. Contractor to distribute copies of reviewed schedules to job site file, subcontractors, suppliers, and other concerned entities.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 014000

PROJECT COORDINATON

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Coordination of Work required by the Contract Documents.

1.2 GENERAL REQUIREMENTS

A. The Contractor shall coordinate scheduling, submittals, and work of the various sections of these Technical Specifications to assure efficient and orderly sequence of installation of the construction elements, with provisions for accommodating items to be installed later.

1.3 MEETINGS

A. The Contractor shall hold frequent coordination meetings and pre-installation conferences, as applicable, with personnel and subcontractors to assure coordination of the work.

1.4 COORDINATION OF SUBMITTALS

A. The Contractor shall schedule and coordinate submittals as specified in Sections 013000 and 013200.

B. The Contractor shall coordinate the work of various sections having interdependent responsibilities for installing, connecting to, and placing improvements in service.

C. The Contractor shall coordinate requests for substitutions from all subcontractors to assure compatibility of space, of operating elements, and effect on the work of other sections.

1.5 COORDINATION WITH OTHER CONTRACTORS

A. The Contractor shall cooperate with other contractors working within the same site or on adjacent sites.

B. The Contractor shall coordinate the work of this Contract with other contractors so as not to interfere with or hinder the progress or completion of the work being performed by other contractors.

1.6 PRIVATE LAND

A. The Contractor shall not enter or occupy private land outside of easements, except by notarized permission of the landowner.

B. When necessary to notify the property owner or tenant of any impact of construction activity, entry onto the land shall only be made by a construction superintendent, or more senior person, of the Contractor. All construction superintendents, and those ranking above construction superintendent, must carry laminated, photo identification cards bearing their name, position, Contractor name, and local day time and after-hours phone number of the Contractor. This identification shall be produced, whether it is requested, anytime a construction superintendent, or more senior person enters private land to communicate with the property owner or tenant.

1.7 MAINTENANCE OF ACCESS

A. The work located in developed areas requiring the access by fire, police and other departments, at least one free lane shall always be available for traffic. Contractors are to arrange operations in these areas to meet these requirements and secure approval or operating procedures from the City.

1.8 MAINTENANCE OF TRAFFIC

A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized. In the event an extended construction stoppage is found to be necessary, Contractor shall, at his own expense, provide normal traffic flow during extended construction stoppage.

B. All excavated material shall be placed so that vehicular and pedestrian traffic is always maintained. If the Contractor's operations cause traffic hazards, he/she shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures for safety satisfactory to the City.

C. Detours around construction areas will be subject to the approval of the City. Where detours are permitted, the Contractor shall provide all necessary barricades and signs as required to divert the flow of traffic. While traffic is detoured the Contractor shall expedite construction operations.

D. The Contractor will be required to submit a Maintenance of Traffic

Plan (MOT) that is signed/sealed by Florida licensed professional engineer or prepared by someone who possesses FDOT MOT credentials. Submittal of the Maintenance of Traffic plan is in accordance with Section 013000 – Shop Drawings, Submittals, and Samples, and in accordance with FDOT Standards.

E. Contractor and/or NPU shall notify the North Port Police Department, North Port Fire & Rescue, North Port Public Works, North Port Solid Waste Division, and Sarasota School District regarding the scheduling of any road closures.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 014200

REFERENCES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Reference Abbreviations

B. Abbreviations

C. Reference Standards

D. Definitions

1.2 RELATED SECTIONS

A. Information provided in this section is used where applicable in individual Specification Sections.

1.3 REFERENCE ABBREVIATIONS

A. Reference to a technical society, trade association or standards setting organization, may be made in the Specifications by abbreviations in accordance with the following list:

AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ADC	Air Diffusion Council
AFBMA	Anti-Friction Bearing Manufacturers Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	Association of Home Appliance Manufacturers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMCA	Air Movement and Control Association, Inc.
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	American Refrigeration Institute
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning

	Engineers
ASME	American Society of Mechanical Engineers
ASSE	American Society of Sanitary Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Assoc
BHMA	Builders' Hardware Manufacturers Association
BIA	Brick Institute of American
CABO	Council of American Building Officials
CAGI	Compressed Air and Gas Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CRD	U.S. Corps of Engineers Specifications
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DHI	Door and Hardware Institute
DOH	Department of Health
DOT	Department of Transportation
Fed. Spec.	Federal Specifications
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
HMI	Hoist Manufacturing Institute
HPMA	See HPVA
HPVA	Hardwood Plywood Veneer Association
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IFI	Industrial Fasteners Institute
MIL	Military Specifications
MSS	Manufacturer's Standardization Society
NAAMM	National Association of Architectural Metal Manufacturers
NACM	National Association of Chain Manufacturers
NBS	National Bureau of Standards, See NIST
NEBB	National Environmental Balancing Bureau
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NETA	National Electrical Testing Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NFPA	National Fluid Power Association
NIST	National Institute of Standards and Technology
NLMA	National Lumber Manufacturers Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act
PCI	Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute

SAE	Society of Automotive Engineers
SCPRF	Structural Clay Products Research Foundation
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SPI	Society of the Plastics Industry
SSPC	Steel Structures Painting Council
STI	Steel Tank Institute
TCA	Tile Council of American
TIMA	Thermal Insulation Manufacturers' Association
UL	Underwriters' Laboratories, Inc.
USBR	U. S. Bureau of Reclamation
USBS	U. S. Bureau of Standards, See NIST

1.4 ABBREVIATIONS

A. Abbreviations which may be used in individual Specification Sections are as follows:

alternating current..... ac
American wire gauge .....AWG
ampere(s) .....amp
ampere-hour(s)..... AH
annual..... ann
Ampere Interrupting
Capacity ..... AIC
atmosphere(s) ..... atm
average ..... avg
biochemical oxygen demand ..... BOD
Board Foot..... FBM
brake horsepower..... bhp
Brinell Hardness .....BH
British thermal unit(s)..... Btu
calorie (s)..... cal
carbonaceous biochemical
oxygen demand .....CBOD
Celsius (centigrade)..... C
Center to Center .....C to C
centimeter(s) ..... cm
chemical oxygen demand ..... COD
coefficient, valve flow..... Cv
condensate return..... CR
cubic .....cu
cubic centimeter(s) cc
cubic feet per day .....cfd
cubic feet per hour..... cfh
cubic feet per minute .....cfm
cubic feet per minute,
standard conditions ..... scfm

cubic feet per second ..... cfs
cubic foot (feet)..... cu ft
cubic inch(es) ..... cu in
cubic yard(s)..... cu yd
decibels ..... dB
decibels (A scale) ..... dBa
degree(s) ..... deg
dewpoint temperature..... dpt
diameter ..... dia
direct current..... dc
dissolved oxygen ..... DO
dissolved solids..... DS
dry-bulb temperature ..... dbt
efficiency ..... eff
elevation ..... el
engineer of record… ..... EOR
entering water temperature..... ewt
entering air temperature..... eat
equivalent direct radiation ..... edr
face area ..... fa
face to face ..... f to f
Fahrenheit. ..... F
feet per day..... fpd
feet per hour ..... fph
feet per minute..... fpm
feet per second ..... fps
foot (feet) ..... ft
foot-candle..... fc
foot-pound ..... ft-lb
foot-pounds per minute..... ft-lb/min
foot-pounds per second ..... ft-lb/sec
formazin turbidity unit(s)..... FTU
frequency..... freq
fuel oil ..... FO
fuel oil supply ..... FOS
fuel oil return ..... FOR
gallon(s)..... gal
gallons per day..... gpd
gallons per day per
cubic foot. ..... gpd/cu ft
gallons per day per
square foot..... gpd/sq ft
gallons per hour ..... gph
gallons per minute ..... gpm
gallons per second ..... gps
gas chromatography and
mass spectrometry ..... GC-MS

gauge ..... ga
grain(s) ..... gr
gram(s) ..... g
grams per cubic centimeter ..... gm/cc
Heat Transfer Coefficient ..... U
height ..... hgt
Hertz ..... Hz
horsepower ..... hp
horsepower-hour ..... hp-hr
hour(s) ..... hr
humidity, relative ..... rh
hydrogen ion concentration ..... pH
inch(es) ..... in
inches per second ..... ips
inside diameter ..... ID
Jackson turbidity unit(s) ..... JTU
kelvin ..... K
kiloamperes ..... kA
kilogram(s) ..... kg
kilometer(s) ..... km
kilovar (kilovolt-amperes reactive) ..... kvar
kilovolt(s) ..... kV
kilovolt-ampere(s) ..... kVA
kilowatt(s) ..... kW
kilowatt-hour(s) ..... kWh
linear foot (feet) ..... lin ft
liter(s) L
megavolt-ampere(s) ..... MVA
meter(s) ..... m
micrograms per liter ..... ug/L
miles per hour ..... mph
milliampere(s) ..... mA
milligram(s) ..... mg
milligrams per liter ..... mg/L
milliliter(s) ..... mL
millimeter(s) ..... mm
million gallons ..... MG
million gallons per day ..... mgd
millisecond(s) ..... ms
millivolt(s) ..... mV
minute(s) ..... min
mixed liquor suspended solids ..... MLSS
nephelometric turbidity unit ..... NTU
net positive suction head ..... NPSH

noise criteria ..... nc
noise reduction coefficient ..... NRC
number ..... no
ounce(s) ..... oz
outside air ..... oa
outside diameter ..... OD
parts per billion ..... ppb
parts per million ..... ppm
percent ..... pct
phase (electrical) ..... ph
pound(s) ..... lb
pounds per cubic foot ..... pcf
pounds per cubic foot per hour ..... pcf/hr
pounds per day ..... lbs/day
pounds per day per cubic foot ..... lbs/day/cu ft
pounds per day per square foot ..... lbs/day/sq ft
pounds per square foot ..... psf
pounds per square foot per hour ..... psf/hr
pounds per square inch ..... psi
pounds per square inch absolute ..... psia
pounds per square inch gauge ..... psig
power factor ..... PF
pressure drop or difference ..... dp
pressure, dynamic (velocity) ..... vp
pressure, vapor ..... vap pr
quart(s) ..... qt
Rankine ..... R
relative humidity ..... rh
resistance ..... res
return air ..... ra
revolution(s) ..... rev
revolutions per minute ..... rpm
revolutions per second ..... rps
Right of Way… ..... ROW
root mean squared ..... rms
safety factor ..... sf
second(s) ..... sec
shading coefficient. ..... SC
sludge density index ..... SDI

Sound Transmission Coefficient. ..... STC
specific gravity ..... sp gr
specific volume ..... Sp Vol
sp ht at constant pressure ..... Cp
square ..... sq
square centimeter(s) ..... sq cm
square foot (feet) ..... sq ft
square inch (es) ..... sq in
square meter(s) ..... sq m
square yard(s) ..... sq yd
standard ..... std
static pressure ..... st pr
supply air ..... sa
suspended solids ..... SS
temperature ..... temp
temperature difference ..... TD
temperature entering ..... TE
temperature leaving ..... TL
thousand Btu per hour ..... Mbh
thousand circular mils ..... kcmil
thousand cubic feet ..... Mcf
threshold limit value ..... TLV
tons of refrigeration ..... tons
torque ..... TRQ
total dissolved solids ..... TDS
total dynamic head ..... TDH
total nitrogen ..... TKN
total oxygen demand ..... TOD
total pressure ..... TP
total solids ..... TS
total suspended solids ..... TSS
total volatile solids ..... TVS
vacuum ..... vac
viscosity ..... visc
volatile organic chemical ..... VOC
volatile solids ..... VS
volatile suspended solids ..... VSS
volt(s) V
volts-ampere(s) ..... VA
volume ..... vol
watt(s) ..... W
watthour(s) ..... Wh
watt-hour demand ..... WHD
watt-hour demand meter ..... WHDM
week(s) ..... wk
weight ..... wt

wet-bulb ..... WB
wet bulb temperature ..... WBT
yard(s) ..... yd
year(s) ..... yr

1.5 REFERENCE PUBLICATIONS

The following publications are incorporated into this manual and are made a part of this Manual as if set out verbatim in this Manual. Violations of any provision of every such publication, as of the date of bidding this Contract, shall be a violation of City Ordinance.

A. Water Environment Federation, Manual of Practice No. 8, Wastewater Treatment Plant Design, W.E.F., 601 Wythe Street, Alexandria, VA, 22314-1994.

B. Water Environment Federation, Manual of Practice No. 9, Design and Construction of Sanitary and Storm Sewers, W.E.F., 601 Wythe Street, Alexandria, VA, 22314-1994.

C. Great Lakes/Upper Mississippi River Board of State Sanitary Engineers. Recommended Standards for Sewage Works, Health Education Service, Inc., P.O. Box 7283, Albany, New York, 12224.

D. Great Lakes/Upper Mississippi River Board of State Sanitary Engineers. Recommended Standards for Water Works, Health Education Service, Inc., P.O. Box 7283, Albany, New York,12224.

E. Florida Department of Environmental Protection for Water, Wastewater, and Reclaimed Water Systems, latest revisions of F.A.C. Chapters 62-550, 62-555, 62-600, 62-604, 62-610, 64E-6, and 64E-8, 3900 Commonwealth Boulevard M.S. 49, Tallahassee, Florida, 32399.

F. American Water Works Association, Inc., Water Treatment Plant Design, AWWA Standards and Applicable Manuals, 6666 West Quincy Avenue, Denver, Colorado, 80235.

G. Ductile Iron Pipe Research Association, Handbook, Ductile Iron Pipe/Cast Iron Pipe, Ductile Iron Pipe Research Association, 245 Riverchase Parkway East, Birmingham, Alabama, 35244.

H. Uni-Bell Plastic Pipe Association, Handbook of PVC Pipe, Uni-Bell Plastic Pipe Association, 2655 Villa Creek Drive, Suite 164, Dallas, Texas, 75234.

I. American National Standards Institute, latest revisions of applicable standards, 1819 L Street NW, Suite 600, Washington, D.C., 20036.

J. American Society for Testing and Materials, latest revisions of applicable standards, ASTM International, 100 Barr Harbor Drive, PO Box C700, West Conshohocken, Pennsylvania, 19428-2959.

K. National Water Research Institute, Treatment Technologies for Removal of MTBE. NWRI, 10500 Ellis Ave., P.O. Box 20865, Fountain Valley, CA, 92728.

L. National Water Research Institute, Valuing Ground Water: Economic Concepts/Approaches. NWRI, 10500 Ellis Ave., P.O. Box 20865, Fountain Valley, CA, 92728.7.3.14.

M. U.S. Environmental Protection Agency, Design Criteria for Mechanical, Electric, and Fluid System and Component Reliability, Supplement to the Federal Guidelines for Design, Operation, and Maintenance of Wastewater Treatment Facilities, Technical Bulletin EPA-430-99-74-001, U.S. EPA, Office of Water Program Operations.

O. Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, Maps & Publications Sales, Mail Station 12, 605 Suwannee Street, Tallahassee, Florida 32399-0450.

P. Plastics Pipe Institute, Handbook of Polyethylene Pipe, 1825 Connecticut Ave., NW, Suite 680, Washington, DC 20009.

Q. National Fire Protection Association, 1995 Edition of NFPA 24 – Standard for the Installation of Private Fire Service Mains and Their Appurtenances, 1 Batterymarch Park, Quincy, MA 02169.

R. City of North Port Utilities Standards and Specifications Manual.

S. National Electrical Code, latest revisions of applicable requirements.

T. Metcalf and Eddy, Wastewater Engineering Treatment and Reuse, 4th Edition, McGraw-Hill, 2002.

U. Water Environment Federation, Manual of Practice No. 11, Operation of Municipal Wastewater Treatment Plants, 601 Wythe Street, Alexandria, VA 22314-1994.

V. American Petroleum Institute, 1801 K Street NW, Washington, DC 20006.

W. American Welding Society, 2501 NW 7th St, Miami, FL 33125.

X. Factory Mutual Research, 1151 Boston-Providence Turnpike, Norwood, MA 02062

Y. National Association of Corrosion Engineers, P.O. Box 218340, Houston, TX 77218.

Z.

AA. National Electrical Manufacturer's Association, 155 East 44th St., NY, NY 10017.

BB. Occupational Safety and Health Act, U.S. Dept. of Labor, Occupational Safety and Health Administration, 299E. Broward Blvd. – Rm 302, Ft. Lauderdale, FL 33301.

CC. Society of Automotive Engineers, 2 Pennsylvania Plaza, NY, NY 10001.

DD. Steel Structures Painting Council, 4400 Fifth Ave., Pittsburgh, PA 15213.

EE. Standard Specification for Public Works, Construction Building News, Inc., 3055 Overland Ave., Los Angeles, CA 90034.

FF. Uniform Building Code, published by ICBO.

GG. Underwriters Laboratories, Inc., 207 East Ohio Street, Chicago, IL 60611.

1.6 REFERENCE STANDARDS

A. Latest Edition: Construe references to furnishing materials or testing, which conform to the standards of a particular technical society, organization, or body, to meet the latest standard, code, or specification of that body, adopted and published as of the date of bidding this Contract. Standards referred to herein are made a part of these Specifications to the extent that is indicated or intended.

B. Precedence: The duties and responsibilities of the City, Contractor or Engineer, or any of their consultants, agents or employees are set forth in the Contract Documents, and are not changed or altered by any provision of any referenced standard specifications, manuals or code, whether such standard manual or code is or is not specifically incorporated by reference in the Contract Documents. Any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority, to undertake responsibility contrary to the powers of the City as set forth in the Contract Documents cannot be assigned to the City or any of the City's consultants, agents or employees.

1.7 DEFINITIONS

A. In these Contract Documents the words furnish, install, and provide are defined as follows:

1. Furnish (Materials): to supply and deliver to the project ready for installation and in operable condition.

2. Install (services or labor): to place in final position, complete, anchored, connected in operable condition.

3. Provide: to furnish and install complete. Includes the supply of specified services. When neither furnish, install, or provide is stated, provided is implied.

4. City: City of North Port, Florida, or authorized staff or representatives.

5. Engineer: The terms Design Professional, Design Engineer, Engineer, and Engineer of Record are interchangeably used throughout the Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 014500

QUALITY CONTROL

PART 1 - GENERAL

1.1 QUALITY CONTROL PLAN

A. General: The Contractor shall furnish for approval by the City and Engineer, a Contractor Quality Control (CQC) Plan within 10 calendar days after Notice to Proceed. The plan shall identify personnel, procedures, instructions, records, and any forms to be used.

1.2 QUALITY CONTROL ORGANIZATION

A. Contractor Quality Control (CQC) System Manager: CQC System Manager shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. This person shall demonstrate their ability to perform correctly the duties required to the satisfaction of the City and shall be physically at the Site whenever Work is in progress and will be in charge of the Contractor's Quality Control program for this project. All the Contractor’s submittals for approval shall be reviewed and modified or corrected as needed and approved correct prior to forwarding of such submittals to the City and Engineer.

B. Personnel: The personnel of the CQC staff shall be fully qualified by experience and technical training to perform their assigned responsibilities and shall be directly hired by and work for the Contractor.

1.3 SUBMITTALS

A. Submit in accordance with Section 013000 – Shop Drawings, Submittals and Samples. The CQC System Manager shall be responsible for certifying that all submittals comply with the contract requirements. Perform work using persons fully qualified to produce workmanship of specified quality.

B. The Contractor Quality Control Plan: This plan shall include as a minimum, the following:

1. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall report to the Project Manager or someone higher in the Contractor's

organization.

2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a CQC function.

3. A copy of a statement signed by an authorized official of the Contractor's firm, which describes the responsibilities and delegates the authorities of the CQC System Manager.

4. Procedures for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.

5. Control testing procedures for each specific test.

6. Names of independent testing laboratories to perform required testing. (Testing laboratories must be approved by the City.)

7. Reporting procedures including proposed reporting formats.

8. Hazard Communication Program required under OSHA requirements.

C. Acceptance of CQC Plan: Acceptance of the plan by the City is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction.

D. Notification of Changes to CQC Plan: After acceptance of the CQC plan, notify the City in writing of any proposed change. Proposed changes are subject to acceptance by the City.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CONTROL

A. Contractor Quality Control is the means by which the Contractor assures that his/her construction complies with the requirements of the Contract Documents. The controls shall be adequate to cover all construction operations, including both onsite and offsite operations and will be keyed to the proposed construction sequence. The controls shall include at least three phases of inspection for all definitive features of work as follows:

1. Preparatory Inspection: This shall be performed prior to beginning any definable feature of work. It shall include a review of contract requirements; a check to assure that all materials and/or equipment have been tested, submitted, and approved; a check to assure that

provisions have been made to provide required control testing; examination of the work area to ascertain that all preliminary work has been completed; and a physical examination of materials, equipment, and sample work to assure conformance with the Contract Documents and that all materials and/or equipment are on hand.

2. Initial Inspection: This shall be performed as soon as a representative portion of the particular feature of work has been accomplished and shall include examination of the quality of workmanship and a review of control testing for compliance with contract requirements, use of defective or damaged materials, omissions, and dimensional requirements.

3. Follow-up Inspection: These shall be performed daily to assure continuing compliance with contract requirements, including control testing, until completion of the particular feature of work. Such inspection shall be made a matter of record in the CQC documentation as required below. Final follow up inspections shall be conducted and deficiencies corrected prior to the addition of new features of work.

3.2 TESTS

A. Test Procedures: Perform tests specified or required to verify that control measures are adequate to provide a product which conforms to contract requirements. Contractor shall procure the services of an industry recognized independent testing laboratory. A list of tests which the Contractor understands they are to perform shall be furnished as a part of the CQC Plan to the City. The list shall give the test name, specification paragraph containing the test requirements, and the personnel and laboratory responsible for each type of test.

B. Perform the following activities and record and provide the following data:

1. Verify that testing procedures comply with Contract requirements.

2. Verify that facilities and testing equipment are available and comply with testing standards.

3. Verify that test instrument calibration data are checked against certified standards.

4. Verify that recording forms, including the test documentation requirements, have been prepared.

3.3 COMPLETION INSPECTION

A. At the completion of all Work or any increment thereof established under this Contract, the CQC System Manager shall conduct a completion inspection of the Work and develop a "punch list" of items which do not conform to the Contract Documents. Such a list shall be included in the CQC documentation and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or their staff shall make a second completion inspection to ascertain that all deficiencies have been corrected and so notify the City and Engineer. The completion inspection and any deficiency corrections required by this paragraph will be accomplished within the time stated for completion of the entire Work or any particular increment thereof if the project is divided into increments by separate completion dates.

3.4 DOCUMENTATION

A. Maintain current records of quality control operations, activities and tests performed including the work of suppliers and subcontractors. These records shall be on an acceptable form and indicate a description of trades working on the project, the numbers of personnel working, the weather conditions encountered, any delays encountered, and acknowledgment of deficiencies noted along with the corrective actions taken on current and previous deficiencies. In addition, these records shall include factual evidence that required activities or tests have been performed, including but not limited to the following:

1. Type and number of control activities and tests involved.
2. Results of control activities or tests.
3. Nature of defects, causes for rejection, etc.
4. Proposed remedial action.
5. Corrective actions taken and results of retesting.

B. These records shall cover both conforming and defective or deficient features and shall include a statement that supplies and materials incorporated in the Work comply with the requirements of the Contract. Legible copies of these records shall be furnished to the City.

3.5 NOTIFICATION OF NONCOMPLIANCE

A. The City will notify the Contractor of any noncompliance with the foregoing requirements. After receipt of such notice, the Contractor shall immediately take corrective action. Such notice, when delivered to the Contractor or their representative at the Site, shall be deemed

sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the City may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

END OF SECTION

SECTION 015000

MOBILIZATION

PART 1 - GENERAL

1.1 DEFINITION AND SCOPE

A. As required for the proper performance and completion of the Work, mobilization shall include, but not be limited to, the following principal items:

1. Move onto the Site all Contractor's equipment required for the first month's operation.
2. Install silt fences around perimeter of Project Site and at locations where surface drainage discharges to existing stormwater inlets.
3. Install temporary construction power, wiring, and lighting facilities.
4. Establish a fire protection plan and safety program.
5. Secure construction water supply.
6. Provide on-site sanitary facilities and potable water facilities.
7. Arrange for and erect Contractor's work and storage yard and employee's parking facilities.
8. Submit all required insurance certificates and bonds in accordance with the Front End Documents.
9. Obtain all required permits.
10. Post all OSHA, FDEP, Department of Labor, and all other required notices.
11. Have Contractor's project manager and/or superintendent at the job site full time.
12. Submit a detailed progress schedule acceptable to the City and approved for baseline schedule.
13. Submit a finalized Schedule of Values of the Work in the City's approved format as provided in Section 012973 - Schedule of Values.

14. Submit a hurricane preparedness plan acceptable to the City.

15. Submit signed and sealed Maintenance of Traffic and Control Plan to the City.

16. Erect all required Project signs.

17. Submit Contractor's Health and Safety Plan.

18. Submit Contractor's Quality Control Plan.

1.2 PAYMENT FOR MOBILIZATION

A. No separate payment will be made for mobilization. Mobilization is considered incidental to other work to be performed in the Work Assignment and the costs shall be included in those identified bid items as shown on the Bid Form.

B. Measurement and Payment for Mobilization shall be made per Section 012000 – Measurement and Payment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 016500

PERMITS AND FEES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

A. Permits and licenses required to complete the project will be obtained and fees shall be paid for according to the Contract Agreement.

B. Schedule all inspections and obtain all written approvals of the agencies required by the permits and licenses.

C. Comply with all construction related conditions specified in each of the permits and licenses.

1.2 PERMITS

A. Contractor shall be responsible for preparation of a Stormwater Pollution Prevention Plan and shall obtain an FDEP permit for stormwater discharge from construction activities.

B. If dewatering discharges to waters of the State are proposed, the Contractor may be required to obtain an FDEP Generic Permit for the Discharge of Produced Groundwater from any Non-Contaminated Site Activity.

C. The Contractor will be required to submit a Maintenance of Traffic Plan (MOT), prior to the commencement of construction, that is signed/sealed by Florida licensed professional engineer or prepared by someone who possesses FDOT MOT credentials. Submittal of the Maintenance of Traffic plan is in accordance with Section 013000 – Shop Drawings, Submittals, and Samples, and in accordance with FDOT Standards.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 016610

DELIVERY, STORAGE, AND HANDLING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This Section specifies the general requirements for the delivery handling, storage, and protection for all items required in the performance of the Work. Specific requirements, if there are any, are specified with the related item in subsequent sections.

B. Maintaining and protecting products after installation and until Final Completion of the Work.

1.2 TRANSPORTATION AND DELIVERY

A. Store and protect products immediately on delivery. Store products in accordance with Manufacturers' instructions, with seals and labels intact and legible.

B. Store products subject to damage by elements in substantial weather tight enclosures.

1. Maintain temperatures within ranges required by manufacturers' instructions.

2. Provide humidity control for sensitive products as required by manufacturers' instructions.

3. Store unpacked products on shelves, in bins, or in neat piles accessible for inspection.

C. Exterior Storage:

1. Provide substantial platforms, blocking, or skids to support fabricated products above ground and to prevent soiling or staining. Cover products subject to discoloration or deterioration from exposure to the elements (including but not limited to PVC pipe, valves, and fittings) with impervious sheet coverings. Provide adequate ventilation to avoid condensation.

2. Piping, valves, fittings, and appurtenances shall be stored on pallets, blocking, or other supports above ground; do not place directly on the

ground surface. Store loose granular materials on solid surfaces such as paved areas or provide plywood or sheet materials to prevent mixing with foreign matter.

a. Provide surface drainage to prevent flow or ponding of rainwater.

b. Prevent mixing of refuse or chemically injurious materials or liquids.

D. Arrange storage in a manner to provide easy access for inspection.

E. Promptly inspect shipment to assure that products comply with requirements, quantities are correct, and items are undamaged. For items furnished by others, if any, perform inspection in the presence of the City. Notify City verbally and in writing of any problems.

F. If any item has been damaged, the damage item shall be replaced at no additional cost to the City.

1.3 STORAGE AND PROTECTION

A. Maintain periodic system of inspection of stored products on a scheduled basis to assure that:

1. State of storage facilities is adequate to provide required conditions.

2. Required environmental conditions are maintained on continuing basis.

3. Surfaces of products exposed to elements are not adversely affected.

B. All mechanical and electrical equipment and instruments subject to corrosive damage by the atmosphere if stored outdoors (even though covered by canvas) shall be stored in a weathertight building to prevent injury. The building may be a temporary structure on the Site or elsewhere, but it must be satisfactory to the City. Building shall be provided with adequate ventilation to prevent condensation. Maintain temperature and humidity within range required by manufacturer.

C. All paint and other coating products shall be stored in areas protected from the weather. Follow all storage requirements set forth by the paint and coating manufacturers.

1.4 PROTECTION AFTER INSTALLATION

A. Provide protection of installed products to prevent damage from subsequent operations. Remove protection when no longer needed, prior to completion of Work.

B. Control traffic to prevent damage to equipment and surfaces.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017710

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Contractor shall comply with requirements stated in the Contract and Specifications for administrative procedures in closing out the Work.

1.2 SUBSTANTIAL COMPLETION

A. When the Contractor considers the Work substantially complete, Contractor shall submit to the City:

1. A written notice that the Work, or designated portion thereof, is substantially complete.

2. A site inspection with the Engineer, City and Contractor will be scheduled. A punch list of items to be completed or corrected will be generated at this inspection.

B. Within a reasonable time, the City will make an inspection to determine the status of completion.

C. Should the City determine that the Work is not substantially complete:

1. The City will promptly notify the Contractor in writing, giving the reasons therefor.

2. The Contractor shall remedy the deficiencies in the Work and send a second written notice of substantial completion to the City.

3. The City will reinspect the Work.

D. When the City finds that the Work is substantially complete, the City will execute and deliver to the Contractor a Certificate of Substantial Completion with a revised punch list of items to be completed or corrected.

1.3 FINAL INSPECTION

A. When the Contractor considers the Work is complete, they shall submit written certification that:

1. Contract Documents have been reviewed.

2. Work has been inspected for compliance with Contract Documents.

3. Work has been completed in accordance with Contract Documents.

4. Equipment and systems have been tested in the presence of the City and are operational.

5. Work, including punch list items, are completed and ready for final inspection.

B. The City will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should the City consider that the Work is incomplete or defective:

1. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.

2. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the Work is complete.

3. The City will reinspect the Work.

D. When the City finds that the Work is acceptable under the Contract Documents, they shall request that the Contractor make closeout submittals.

1.4 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER AND CITY

A. Evidence of compliance with requirements of governing and regulatory authorities.

B. Project Record Documents: Requirements of Section 017839 – Project Record Documents.

C. Warranties and Bonds: Requirements of General Conditions and Section 017836 – Warrantees and Bonds.

D. Keys and Keying Schedule.

E. Spare Parts and Maintenance Materials.

F. Evidence of Payment and Release of Liens: Requirements of General and Supplementary Conditions.

G. Certificate of Insurance for Products and Completed Operations: Requirements of General Conditions.

H. Consent of Surety to Final Payment.

I. Proof that taxes, fees, and similar obligations were paid.

1.5 FINAL ADJUSTMENTS OF ACCOUNTS

A. Submit a final statement of accounting to the City.

B. Statement shall reflect all adjustments to the Contractor Sum:

1. The original Contract Sum.

2. Additions and deductions resulting from:

   a. Previous Change Orders.
   b. Unit Prices.
   c. Deductions for uncorrected Work.
   d. Deductions for liquidated damages.
   e. Other adjustments.

3. Total Contract Sum, as adjusted.

4. Previous payments.

5. Sum remaining due.

C. Contractor will prepare a final Change Order, reflecting approved adjustments to the Contract sum which were not previously made by Change Orders.

1.6 FINAL APPLICATION FOR PAYMENT

A. The Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the General Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

A. The Contractor shall furnish all necessary tools and labor required to allow the City to verify the status of completion. The tools shall include, but not be limited to the following (as applicable):

1. Vault Entry Equipment.
2. Shovel.
3. Lamps & Mirror(s).
4. Probe Rod.
5. Valve Key.
6. Manhole Hook.
7. All necessary labor to help on the test for completion.

END OF SECTION

SECTION 017836

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. This Section specifies general administrative and procedural requirements for preparing and submitting warranties and bonds required by the General Conditions, including Manufacturer's standard warranties on products and special warranties.

1.2 RELATED WORK

A. The Contract Documents include, but are not limited to, the following related requirements:

1. Refer to General Conditions for the general requirements relating to warranties and bonds.

2. General closeout requirements are included in Section 017710 Project Closeout.

1.3 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers within ten (10) days after completion of the applicable item of Work. Except for items put into use with the City's permission, leave date of beginning of time of warranty open until the date of substantial completion is determined. All warranty coverage shall be extended directly to the benefit of the City.

B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or Manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the City for approval prior to final execution.

1.4 TIME OF SUBMITTAL

A. For equipment or component parts of equipment put into service during construction with the City's permission, submit documents within ten (10) days after acceptance.

B. Make other submittals within 10 days after date of Final Completion, prior to the final application for payment.

1.5 FORM OF SUBMITTALS

A. Bind in new, commercial-quality, 8-1/2 inches X 11 inches, three-ring side binders with hardback, cleanable, plastic covers.

B. Label cover of each binder with typed or printed title "WARRANTIES AND BONDS," with title of Project; name, address and telephone number of Contractor; and name of responsible principal.

C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Contract Documents, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.

D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of the responsible principal.

E. Provide an electronic pdf copy of all warranties submitted.

1.6 WARRANTY REQUIREMENT

A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the City has benefited from use of the Work through a portion of its anticipated useful service life.

D. City's Recourse: Written warranties made to the City are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods

be interpreted as limitations on time in which the City can enforce such other duties, obligations, rights, or remedies.

E. Rejection of Warranties: The City reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

F. The City reserves the right to refuse to accept Work for the project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

G. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, Manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.7 DEFINITIONS

A. Standard Product Warranties are preprinted written warranties published by individual Manufacturers for particular products and are specifically endorsed by the Manufacturer to the City.

B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the City.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Maintaining and submitting project record documents and samples.

B. The Contractor shall maintain at the site for the City one (1) record copy of:

1. Construction Plans
2. Technical Specifications
3. Addenda
4. Change Orders and other Modifications to the Contract
5. Approved Shop Drawings, Product Data, and Samples for which samples are specified to be furnished
6. Field test records
7. Detailed Progress Schedule
8. Inspection certificates.
9. Manufacturers' certificates.
10. Manufacturers' operating and maintenance manuals.
11. Up to date project as-built red-lines.

C. At Contract closeout, deliver signed and sealed (as applicable) as-builts and other record documents and samples to the City for the City.

1.1 RELATED REQUIREMENTS

A. Section 013000: Shop Drawings, Submittals and Samples.

B. Section 017710: Contract Closeout.

1.2 RECORDING

A. Record information on a full-size set of Construction Plans.

B. Use separate colors for each major system for recording information.

C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

D. Measured locations shall be referenced to horizontal and vertical datums of the original Construction Plans.

E. Utility As-Built Drawings: The utility as-built drawings shall correctly and accurately show all utilities found during construction and shall reflect all new construction as it was built. These drawings shall be neat and legible, showing only the actual position of the utilities and not the proposed. The drawings shall show all elevations and horizontal control for all utilities encountered. They shall include but not limited to, the material used to construct the utilities and all structures, pipes, and fittings. At a minimum, comply with the following:

1. Identify all utility conflicts and crossings. Provide horizontal locations and elevations of each utility at conflicts and crossing. Identify the material, size, usage, etc., for each utility line.

2. Provide horizontal locations and elevations at top of pipe elevations at an interval not exceeding 100 LF. Finished grade elevations shall be recorded at each location.

3. Provide surveyed horizontal locations and elevations and swing ties on all underground appurtenances, including but not limited to:

    a. Ductile iron fittings
    b. Couplings
    c. Valves
    d. Provide top of nut elevations for valves and top of pipe elevations adjacent to valves.
    e. Service saddles
    f. Meters
    g. Air release assemblies
    h. End points of casings
    i. End points of pipe installed by horizontal directional drilling methods

4. For each underground appurtenance, provide three-point swing-ties (maximum distance of 200 feet). Swing ties shall be measured from permanent reference points (i.e., edge of power or telephone poles, center of manholes and storm inlet structures, building comers, fire

hydrant bonnets, and other objects not likely to be relocated at a later time). Unacceptable reference points shall include fence posts, street curbs, driveway comers, trees, signs, valve boxes, nails, survey marks, etc.

5. Identify limits of restrained joint pipe.

6. Identify locations for changes in pipe material.

7. Identify limits of utilities abandoned in place, if applicable.

8. Identify changes made by addenda or modifications.

9. Provide details not on the Plans.

10. As-built drawing information shall be provided to the City and Engineer in AutoCAD and pdf format. Hard copies of the as-builts shall be signed and sealed by Florida Licensed Surveyor.

F. Specifications: Legibly mark each item to record actual construction, including:

1. Manufacturer, trade name, and catalog number of each product actually installed, particularly optional items and substitute items.

2. Changes made by addenda or modifications.

G. Other Required Record Documents:

1. Maintain manufacturers' certifications, inspection certifications, and field test records, required by individual Technical Specification Sections.

2. Provide bore logs for underground utilities installed using horizontal directional drilling methods. A minimum of one reading for each rod length of bore constructed shall be included. The bore log shall include horizontal and vertical locations for each point referenced to the horizontal and vertical datums used in preparing the Plans.

1.3 STORMWATER POLLUTION PREVENTION PLANS

A. In accordance with EPA Guidelines, prepare an National Pollutant Discharge Elimination System (NPDES) plan and maintain records on stormwater management controls and inspections. Prepare an inspection and maintenance plan that corresponds to the sequencing of major activities.

1. Reference Document: U.S. EPA Stormwater Management for

Construction Activities; Developing Pollution Prevention Plans and Best Management Practices, EPA 832-R-92-005, September, 1992.

B. Provide for inspection of silt fencing and erosion control measures once every seven (7) days or after each rainfall event.

C. Keep a record of these inspections in the field office. Note any changes to best management practices shown in the Contract Documents.

1. Record the amount of rainfall on a daily basis.

2. Dates when major grading activities occur.

3. Dates when construction activities temporarily cease.

4. Dates when construction activities permanently cease.

5. Report any release of reportable quantities of oil or hazardous materials.

D. Update and change the Stormwater Pollution Prevention Plan as necessary to address any change in design or construction operation.

1.4 SUBMITTALS

A. At Contract closeout, the Contractor shall deliver all project record documents and samples specified herein to the City for use in the preparation of Project Record Drawings.

B. As-built drawings shall be submitted to the City in the following format:

1. One (1) CDs/DVDs or USB flash drive with as-built drawings in both PDF and AutoCAD formats.

   a. AutoCAD Format: Utilize the existing AutoCAD design as a base and add new information. New items shall be included on new, clearly identified layers.

2. One (1) full-size original and one (1) 11”X17” hard copies signed and sealed by a Florida Licensed Surveyor.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 018050

COLOR AUDIO-VIDEO PRECONSTRUCTION RECORD

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Prior to commencing work, the Contractor shall have a detailed, continuous, color digital audio-video recording taken along the entire length of the Project to serve as a record of preconstruction conditions. All recordings and written video log records shall become property of the City.

1.2 SCHEDULE

A. The Contractor shall notify the City two (2) weeks prior to conducting electronic site recordings so the City can notify residents and/or prepare a press-release if necessary. This notification to the City shall include the name of the company performing recordings and a description of identification used (i.e., vehicle logo).

B. No construction shall begin prior to review and approval of the site recordings covering the construction area by the City.

1.3 VIDEOGRAPHERS

A. The Contractor shall employ a competent party or commercial firm known to be skilled and regularly engaged in the business of preconstruction color digital audio-video site documentation.

1. The City shall have the authority to reject all or any portion of a site recording not conforming to this Section and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five (5) calendar days after being notified. The City shall designate those areas, if any, to be omitted from or added to the audio-video coverage.

PART 2 – PRODUCTS

2.1 GENERAL

A. Each audio-video recording shall be saved on DVD media viewable on standard DVD players and computers. The DVD video recording shall

produce bright, sharp, clear pictures with accurate colors and shall be free from distortion or any other form of picture imperfection. All DVD video recordings shall display on the screen the time of day, the month, day, and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording. The audio portion of the recording shall produce the commentary of the camera operator with proper clarity and be free from distortion.

2.2 EQUIPMENT

A. Camera and Recorder: The video camera and recorder used in the electronic media site recordings shall be of industrial grade, consistent with current standards, and subject to approval by the City. The camera shall be a high-resolution, color digital recorder with optical stabilization and 20X minimum optical magnification. The camera shall also have a minimum NTSC 525 lines resolution/60 fields/30 frames per second.

B. Wheeled Vehicles: Clearly mark any vehicles used for recording purposes with company's name and telephone number. Vehicles shall incorporate signs, flaggers, and lights as needed for safety purposes.

C. Electronic Media: DVDs shall be original, previously unrecorded, blank media.

PART 3 – EXECUTION

3.1 COVERAGE

A. The recordings shall contain coverage of all surface features within and directly adjacent to the construction zone. These features shall include, but not be limited to, all roadways, pavement, retention ponds, railroad tracks, curbs, bridges, bridge abutments, driveways, sidewalks, culverts, headwalls, retaining walls, landscaping, signs, mailboxes, trees, and fences. Of concern, shall be the existence or non-existence of any faults, fractures, or defects. Coverage shall be limited to one side of the street at one time and shall include all surface conditions located within the zone of influence supported by appropriate audio description. Panning, zoom-in, and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

3.2 AUDIO RECORDING

A. Accompanying the video recording of each electronic media presentation shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective

description of the features being shown in the video portion of the recording. The audio recording shall also be free from any conversation between the Contractor, camera operator, and any other production technicians.

3.3 ELECTRONIC MEDIA INDEXING

A. All electronic media site recordings shall be permanently labeled and shall be properly identified by electronic media site recording number and project title.

B. Electronic Media Site Recordings Log: Each electronic media site recording shall have a log of that recording's contents. The log shall describe the various segments of coverage contained on that recording (e.g., the names of the streets, waterways, or easements; coverage beginning and end times; directions of coverage; video unit counter numbers; engineering stationing numbers, when possible; and the date of recording).

3.4 TIME OF EXECUTION

A. Visibility: All recording shall be performed during time of good visibility; no recording shall be done during periods of significant precipitation, mist, or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subject and to produce sharp, bright video recordings of those subjects.

3.5 CONTINUITY OF COVERAGE

A. In order to insure the continuity of coverage, the coverage shall consist of a single continuous unedited recording which begins at one end of a particular construction area. However, where coverage is required in areas not accessible by conventional wheeled vehicles and smooth transport of the recording system is not possible, such coverage shall consist of an organized interrelated sequence of recordings at various positions along that proposed construction area (e.g., a wooded easement area). Such coverage shall be obtained by walking or by a special conveyance approved by the City.

3.6 COVERAGE RATES

A. Rate of speed in the general direction of travel of the vehicle used during videoing shall not exceed 75 feet per minute. Panning, zoom-in, and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

3.7 CAMERA OPERATION

A. Camera Height and Stability: When conventional wheeled vehicles are used as conveyances for the recording system, the vertical distance between the camera lens and the ground shall not exceed ten (10) feet. The camera shall be firmly mounted such that transport of the camera during the recording process will not cause an unsteady picture.

B. Camera Control: Camera pan, tilt, zoom-in, and zoom-out rate shall be sufficiently controlled such that recorded objects shall be clearly viewed during audio-video playback. In addition, all other camera and recording system controls, such as lens focus and aperture, video level, pedestal, chroma, white balance, and electrical focus shall be properly controlled or adjusted to maximize picture quality.

C. Viewer Orientation Techniques: The audio and video portions of the recording shall maintain viewer orientation. To this end, overall establishing views of all visible house and business addresses shall be utilized. In areas where the proposed construction location will not be readily apparent to the electronic media viewer, highly visible yellow flags shall be placed, by the Contractor, in such a fashion as to clearly indicate the proposed center line of construction.

END OF SECTION

SECTION 260000

ELECTRICAL – GENERAL PROVISIONS

PART 1 - GENERAL

1.1 SCOPE

A. The Contractor shall be responsible to furnish all labor, material and equipment required for the work performed.

B. Furnish all labor, materials, equipment and incidentals required and install complete and make operational electrical systems as shown on the Drawings and as specified herein.

C. Coordinate the sequence of demolition with the sequence of construction to maintain plant operation in each area. Remove and demolish equipment and materials in such a sequence that the existing plant will function properly with no disruption of treatment.

D. Each bidder or their authorized representatives shall, before preparing their proposal, visit all areas of the existing buildings and structures in which work under this bid is to be performed and inspect carefully the present installation. The submission of the proposal by this bidder shall be considered evidence that they have visited the site, buildings and structures and noted the locations and conditions under which the work will be performed and that they take full responsibility for a complete knowledge of all factors governing his/her work.

E. All power interruptions to electrical equipment shall be at the Owner's convenience with 72 hours (minimum) notice. Each interruption shall have prior approval.

F. Contractor shall provide their own temporary power for miscellaneous power (drills, pumps, etc.). No facility circuits shall be used unless approved in writing by the Engineer. Any temporary power added shall be removed at job completion.

G. The work includes but is not limited to the following:

1. Removal of existing Pump Control Panel and installation of a new Pump Control Panel, TCU Cabinet and all associated wire, conduit, control devices, terminal cabinets, safety disconnect switch, boxes and mounting racks etc. and at each location as indicated on the drawings and in the project specifications.

2. Connection of new or existing pumps and floats to the new Pump Control Panel and pump cable termination cabinet. Provide new wire and conduit as required.

3. Any and all electrical work associate with installation of new pumps and pump cables, floats etc.to existing Pump Control Panel as indicated on the drawings or in section 011000 Summary of Work.

4. Coordination with local power company (FPL) for modifications to existing services at each location as needed. Pay all FPL fees to disconnect existing service, reconnect existing service or provide new service including conductors, conduit, boxes and appurtenances as needed and described on the drawings and in section 011000 Summary of Work. Electric power meter to include the aluminum enclosure.

5. Interconnection of equipment provided under other specification sections including SCADA/TCU equipment.

6. Complete testing of all equipment and wiring at the completion of work and making any minor correction changes or adjustments necessary for the proper functioning of the system and equipment. All workmanship shall be of the highest quality; substandard work will be rejected.

1.2 SUBMITTALS

A. Submit to the Engineer in accordance with Section 013000, shop drawings for equipment, materials and other items furnished on this project. The term “shop drawing” as used herein includes qualifications, installation and layout drawings, manufacturer’s drawings, diagrams, descriptive literature, catalogs and brochures, performance and test data, and all other items required to show that the materials, equipment, personnel and methods conform to the Contract requirements.

B. Shop drawings shall be submitted for the following materials and equipment:

1. Raceways, Boxes, Fittings and Hangers

2. Wires and Cables

3. Circuit Breakers

4. Miscellaneous Equipment

5. Grounding Hardware and Connections

6. Control Panels

C. Submittal shall be required for the following items:

1. Concealed and exposed conduit layouts

2. Equipment locations

D. Check shop drawings for accuracy and contract requirements prior to submittal. Shop drawing transmittal shall include the date checked and a certification statement indicating that the shop drawings conform to Specifications and Drawings. This statement shall also list all exceptions to the Specifications and Drawings. Shop drawings not so checked and noted shall be returned.

E. The Engineer's check shall be for conformance with the design concept of the project and compliance with the Specifications and Drawings. Errors and omissions on approved shop drawings shall not relieve the Contractor from the responsibility of providing materials and workmanship required by the Specifications and Drawings.

F. All dimensions shall be field verified at the job site and coordinated with the work of all other trades.

G. The Engineer shall review shop drawings and provide a review designation. Material shall not be ordered or shipped until the shop drawings have been approved. No material shall be ordered or shop work started if shop drawings are marked "APPROVED AS NOTED - CONFIRM," "APPROVED AS NOTED - RESUBMIT" or "NOT APPROVED."

H. Approval of shop drawings shall not be construed as authorizing additional work or increased cost to the Owner. Approval action shall not relieve the Contractor from responsibility for error or for the proper fitting and construction of the work. Approval shall not relieve the Contractor from responsibility for omissions which may exist on the shop drawings, or for furnishing of materials or work required by the contract and not indicated on shop drawings, unless these items are specifically mentioned in the submittal letter. Where errors or omissions are discovered later, they must accordingly be made good by the Contractor irrespective of any approvals.

I. All corrections required by the Engineer shall not delay committed delivery dates.

1.3 REFERENCED STANDARDS (LATEST REVISION)

A. Electric equipment, materials and installation shall comply with the latest edition of the National Electrical Code (NEC) and with the latest edition of the following codes and standards:

1. National Electrical Safety Code (NESC)
2. Occupational Safety and Health Administration (OSHA)
3. National Fire Protection Association (NFPA)
4. National Electrical Manufacturers Association (NEMA)
5. American National Standards Institute (ANSI)
6. Insulated Cable Engineers Association (ICEA)
7. International Society of Automation (ISA)
8. Underwriters Laboratories (UL)
9. Factory Mutual (FM)
10. International Electrical Testing Association (NETA)
11. Institute of Electrical and Electronic Engineers (IEEE)

B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.4 PRIORITY OF THE CONTRACT DOCUMENTS

A. If, during the performance of the work, the Contractor finds a conflict, error or discrepancy between or among one or more of the Sections or between or among one or more Sections and the Drawings, furnish the higher performance requirements. The higher performance requirement shall be considered the equipment, material, device or installation method which represents the most stringent option, the highest quality or the largest quantity.

B. In all cases, figured dimensions shall govern over scaled dimensions, but work not dimensioned shall be as directed by the Engineer and work not particularly shown, identified, sized, or located shall be the same as similar work that is shown or specified.

C. Detailed Drawings shall govern over general drawings, larger scale Drawings take precedence over smaller scale Drawings, Change Order Drawings shall govern over Contract Drawings and Contract Drawings shall govern over Shop Drawings.

D. If the issue of priority is due to a conflict or discrepancy between the provisions of the Contract Documents and any referenced standard, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence if they are more stringent or presumptively cause a higher level of performance. If there is any conflict or discrepancy between standard specifications, or codes of any technical society, organization or association, or between Laws and Regulations, the higher performance requirement shall be binding on the Contractor, unless otherwise directed by the Engineer.

E. In accordance with the intent of the Contract Documents, the Contractor accepts the fact that compliance with the priority order specified shall not justify an increase in Contract Price or an extension in Contract Time nor limit in any way, the Contractor's responsibility to comply with all Laws and Regulations at all times.

1.5 CODES, INSPECTIONS, AND FEES

A. Equipment, materials and installation shall comply with the requirements of the local authority having jurisdiction.

B. Obtain all necessary permits and pay all fees required for permits and inspections.

1.6 SERVICE AND METERING

A. The power company serving this project is Florida Power and Light (FPL). Service will be obtained at voltage and phase as indicated on the drawings from the utility transformer to the service entrance equipment as shown on the drawings. Contractor will coordinate with Power Company for both temporary and permanent service.

1.7 RECORD DRAWINGS

A. As the work progresses, legibly record all field changes on a set of project contract drawings, hereinafter called the "record drawings."

B. Record drawings shall accurately show the installed condition of the following items:

1. One-line Diagram(s).
2. Raceways and pullboxes.
3. Conductor sizes and conduit fills.
4. Plan view, sizes and locations of electrical equipment.

1.8 INTERPRETATION OF DRAWINGS

A. The Drawings are not intended to show exact locations of conduits run, but general routing. The Contractor shall be responsible for exact routing all conduits.

B. All necessary fittings and boxes shall be provided for a complete raceway installation.

C. Where intended routing of raceways interferes with existing lights, equipment or conduits, relocation and re-routing shall be the responsibility of the Contractor at no additional cost to the Owner.

D. It is the intent of these Specifications that the Electrical Systems shall be suitable in every way for the service required. All materials and all work that may be implied as being incidental to the work of this Section shall be furnished at no additional cost to the Owner.

1.9 MATERIALS AND EQUIPMENT

A. Materials and equipment shall be new, except where specifically identified on the Drawings to be re-used.

B. Material and equipment of the same type shall be the product of one manufacturer.

C. All electrical equipment and materials shall be listed by Underwriter's Laboratories, Inc., and shall bear the appropriate UL listing mark or classification marking. Equipment, materials, etc. utilized not bearing a UL certification shall be field or factory UL certified prior to equipment acceptance and use.

D. Warrant all equipment and workmanship for a period of one year after substantial completion.

1.10 ENCLOSURE TYPES

A. Unless otherwise specified, electrical enclosures shall have the following ratings:

1. NEMA 4X stainless steel for all locations.

1.11 DEMOLITION

A. Remove electrical work associated with equipment scheduled for demolition except those portions indicated to remain or be reused.

B. Remove unused exposed conduit and wiring back to point of concealment. Remove unused wiring in concealed conduits back to source (or nearest point of usage).

C. Disconnect and remove abandoned panelboards, transformers, disconnect switches, control stations, distribution equipment, etc.

D. Disconnect electrical circuits in the way of demolition work and re-establish circuits to remaining outlets, fixtures, equipment, etc.

E. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits. Use personnel experienced in such operations.

F. New lighting shall be in place or safe lighting levels maintained for plant operation during the construction period.

G. Repair adjacent construction and finishes damaged during demolition and extension work.

H. Where electrical systems pass through the demolition areas to serve other portions of the premises, they shall remain or be suitably relocated and the system restored to normal operation.

I. Coordinate outages in systems with the Owner. Where duration of proposed outage cannot be allowed by the Owner, provide temporary connections as required to maintain service.

J. Removal and relocation of existing conduit, wire and equipment have not been detailed on the Drawings. Survey the affected areas before submitting bid proposal.

K. Trace out existing wiring that is to be relocated, or removed and perform the relocation or removal work as required for a complete operating and safe system.

L. Remove exposed conduits, wireways, outlet boxes, pull boxes and hangers made obsolete by the alterations, unless specifically designated to remain. Patch surfaces and provide stainless steel blank covers for abandoned outlets which are removed.

M. Electrical Removal

1. All existing electrical equipment to be removed shall be removed with such care as may be required to prevent unnecessary damage, to keep

existing systems in operation and to maintain the integrity of the grounding systems.

2. Conduits and wires shall be abandoned or removed where shown. All wires in abandoned conduits shall be removed, salvaged and stored. Abandoned conduits concealed in slabs, shall be cut flush with the slab at the point of entrance. The conduits shall be suitably plugged and the area repaired in a flush, smooth and approved manner. Exposed conduits and their supports shall be disassembled and removed from the site. Repair all areas of work to prevent rust spots on exposed surfaces.

1.12 DISPOSITION OF REMOVED MATERIALS AND EQUIPMENT

A. In general, it is intended that material and equipment indicated to be removed and disposed of by the Contractor shall, upon removal, become the Contractor's property and shall be disposed of off the site by the Contractor, unless otherwise directed by the Owner. Any fees or charges incurred for disposal of such equipment or materials shall be paid by the Contractor. A receipt showing acceptable disposal of any legally regulated materials or equipment shall be given to the Owner.

PART 2 - PRODUCTS

2.1 RACEWAYS, BOXES, FITTINGS, AND SUPPORTS

A. Rigid Steel Conduit (NEC Type RMC)

1. Rigid steel conduit (RSC) also referred to as galvanized rigid steel (GRS) conduit, couplings, factory elbows and fittings shall be hot-dipped galvanized and as manufactured by the Allied Tube and Conduit Corp., Wheatland Tube Co., or equal.

2. Rigid steel conduit shall be galvanized after threading.

3. Rigid steel conduit shall be for use under the provisions of NEC Article 344.

B. BOXES AND FITTINGS

1. NEMA 4X junction boxes, pull boxes, etc., shall be Type 316 stainless steel with 316 stainless steel hardware and gasketed covers, unless specified otherwise. Boxes shall have continuously welded seams and welds shall be ground smooth. Boxes shall be flanged and shall not have holes or knockouts. Box bodies and covers shall not be less than 14-gauge metal. Covers shall be gasketed, hinged, and fastened with quick connect door clamp. Boxes shall be as manufactured by Hoffman Engineering Co.; Lee Products Co.; Keystone/Rees, Inc., or equal.

2. Conduit hubs shall be of the grounding type as manufactured by Myers Electric Products, Inc. or equal.

3. Conduit wall seals for cored holes shall be Type CSML as manufactured by the O.Z./Gedney Co. or equal.

4. Conduit wall and floor seals for sleeved openings shall be Type CSMI as manufactured by the O.Z./Gedney Co. or equal.

C. CONDUIT MOUNTING EQUIPMENT

1. 316 Stainless steel channel with 316 stainless steel hardware (hangers, rods, backplates, beam clamps, fasteners, anchors, nuts, washers, etc.) shall be used outdoors.

2. Expansion anchors (minimum 3/8" diameter) shall be equal to Kwik Bolt as manufactured by the McCullock Industries, Minneapolis, MI; Wej it by Wej it Expansion Products, Inc., Bloomfield, CO; or Kwik-Bolt II as manufactured by the Hilti Fastening Systems, Inc, Tulsa, OK. The length of expansion bolts shall be sufficient to place the wedge portion of the bolt a minimum of 1 in behind the steel reinforcement. Apply anti-seize compound to all nuts and bolts. Supports installed without the approved compound shall be dismantled and correctly installed, at no cost to the Owner.

D. MISCELLANEOUS RACEWAY MATERIALS

1. Wall and floor slab openings shall be sealed with "FLAME SAFE" as manufactured by the Thomas & Betts Corp.; Pro Set Systems; Neer Mfg. Co.; Specified Technologies, Inc. or equal.

2. Cold galvanizing compound shall be 95% zinc rich paint as manufactured by ZRC Products Company, a Division of Norfolk Corp. or equal.

2.2 WIRE, CABLES, AND ACCESSORIES

A. Wires and cables shall be of annealed, 98 percent conductivity, soft drawn copper, stranded.

B. Wire shall be 600V rated with NEC type XHHW-2 for No. 4/0 AWG and smaller and NEC type RHW-2 for No. 250 kcmil and larger.

C. Bare copper ground wire shall be stranded, tinned soft or annealed copper electrical wire ASTM B33.

D. Equipment grounding conductors shall be green and sized in

accordance with NEC Table 250.122 unless noted otherwise on the drawings.

E. All wire of a given type shall be the product of a single manufacturer.

F. Acceptable manufacturers: Service Wire, Southwire, General Cable, or Equal.

G. Terminations and Splices (Power Conductors)

1. Unless otherwise indicated on the plans, no splices may be made in the cables without prior written approval of the Engineer. Where splicing is approved, then splicing material shall be approved by the Engineer and cable manufacturer. Splicing materials for all 600-volt splices shall be made with long barrel tin plated copper compression (hydraulically pressed) connectors and insulated with heavy wall heat shrinkable tubing. The conductivity of all completed connections shall be not less than that of the uncut conductor. The insulation resistance of all completed connections of insulated conductors shall be not less than that of the uncut conductor.

2.3 SAFETY DISCONNECT SWITCHES

A. DISCONNECT SWITCHES

1. Disconnect switches shall be heavy duty, quick make, quick break, visible blades, 600 Volt, 3 Pole with full cover interlock, interlock defeat and flange mounted operating handle unless otherwise noted. Enclosure type shall be as noted on the drawings. All current carrying parts shall be copper.

2. NEMA 4X enclosures shall be stainless steel.

3. NEMA 7 enclosures shall be cast aluminum.

4. Lugs shall be copper.

5. All exterior hardware shall be stainless steel.

6. Switches shall be as manufactured by Eaton, Schneider Electric/Square D or General Electric.

B. FUSED DISCONNECT SWITCHES

1. Fused disconnect switches shall be NEMA 4X heavy duty, quick make, quick break, visible blades, 600 Volt, 3 Pole with full cover interlock,

interlock defeat and flange mounted operating handle unless otherwise noted. All current carrying parts shall be copper.

2.4 PUMP CONTROL PANEL

A. The Contractor shall provide a complete and fully functional control system to manually or automatically operate the control system as specified herein and in other applicable sections of these specifications. All manufacturers recommended safety devices shall be furnished to protect operators. All control devices, unless specified otherwise, shall be mounted in the Control Panel.

B. CONTROL PANEL CONSTRUCTION ON OPERATION

1. The control panel shall respond to liquid level float switches to automatically start and stop pumps, as well as sound an alarm upon high or low wet well levels. The control panel shall operate two (2) electrical submersible pumps at the power characteristics stipulated. The control function shall provide for the operation of the lead pump under normal conditions. If the incoming flow exceeds the pumping capacity of the lead pump, the lag pump shall automatically start to handle this increased flow. As the flow decreases, the pumps shall be cutoff at the specified elevation. The pumps shall alternate positions as lead pump at the end of each cycle. A failure of the alternator shall not disable the pumping system. The alternator shall include a safe, convenient method of manual alternation and also have provisions to prevent automatic alternation without disturbing any wiring. Should the “pump off” regulator fail, the system shall keep the station in operation and provide a visual indication of the regulator failure.

    a. The control panel shall consist of main circuit breakers and generator breaker with mechanical interlock, an emergency power receptacle, a circuit breaker and magnetic starter for each pump motor, and 15 ampere, 120-volt circuit breakers as required. All pump control operations shall be accomplished by a float type liquid level control system with all control components mounted in one (1) common enclosure. Control switches shall provide means to operate each pump manually or automatically. When operated in the automatic mode, the control assembly shall provide means to manually select or automatically alternate the position of the “lead” and “lag” pumps after each pumping cycle. A float type liquid level control system shall continuously monitor wet well liquid level and control operation of the low-level cutoff for the pumps and shall operate off a 24-volt circuit.

2. Panel Construction: The panel shall be housed in a NEMA 4X, Type 304, 14-gauge stainless steel enclosure with 30 percent extra mounting space for additional equipment. The enclosure shall have provisions for

padlocking the door and a dead front inner door unit for mounting controls. All exterior hardware and hinges shall be stainless steel. In addition, there shall be permanently affixed to the interior side of the exterior door both a nameplate and a 10-inch by 12-inch pocket for log sheet storage. The nameplate shall contain the following information: voltage, phase, rated horsepower, speed, date manufactured and pump and control panel manufacturer's name, address and telephone number, pump date, including impeller data, operating point and head, KW input, and amps at the operating point and at least tow (2) other points on the pump curve. Provide space inside the panel box to accommodate installation of an 8" x 8" x 10" telemetry unit (coordinate with NPU).

3. Power Supply and Main Disconnect: The power supply to the control panel shall be 240-volt, 3 phase, 4 wire or 480 volt, 3-phase, 4 wire. Minimum service shall be 100-amp. Single-phase power shall not be accepted. A fusible safety service main disconnects shall be installed at all stations. In all 240-volt systems, disconnects should be installed between the meter and the panel, and on all 480 volt systems disconnect should be installed ahead of the meter. LED power available indicators shall be supplied on all legs.

4. Circuit Breakers:

    a. Main Breakers: The panel shall have an inter-lock system between the normal power main breaker and the emergency breaker to ensure only one (1) breaker is in the "on" position at a time. Both breakers shall be equal in size.

    b. Circuit Breakers: All circuit breakers shall be heavy-duty molded case breakers. The handle on the circuit breakers shall be operational through the inner door.

5. Motor Circuit Protectors: Each pump shall be protected by a 3-pole motor circuit protector. The motor circuit protector shall be operated by a toggle-type handle and shall have a quick-make, quick-break over-center switching mechanism that is mechanically trip-free from the handle so that the contacts cannot be held closed against a short circuit and abnormal currents which cause the motor circuit breaker to trip. Tripping shall be clearly indicated by the handle automatically assuming a position midway between the normal "on" and "off" positions. All latch surfaces shall be ground and polished. All poles shall be so constructed so that they open, close and trip simultaneously. Motor circuit protector must be completely enclosed in a high-strength glass polyester molded case. Ampere ratings shall be clearly visible. Contacts shall be of non-welding silver alloy. Arc extinction must be accomplished by means of arc chutes. A manual push-to-trip button shall be provided for manual exercising of the trip mechanism. Each pole of these motor circuit

protectors shall provide instantaneous short circuit protection by means of an adjustable magnetic-only element.

6. Motor Starter and Selector Switches: The panel shall contain two (2) motor starters. The motor starter shall be an across the line magnetic starter with individual overload protection on each lower leg with reset installed through the inner door unit. Selector switches shall be installed on the face of the inner door unit. Selector switch shall be a heavy-duty oil tight “Hand-Off-Automatic” three (3)-position switch to control the operation mode of each pump motor starter.

7. Pump Alternator: An eight-pin plug-in solid-state alternator shall be provided to change the pump starting sequence on each pumping cycle. A three (3)-position alternator test switch shall be provided to control the alternation operation. Switch positions, to include the “Auto” to provide normal automatic sequence, “Off” position to disable alternator, and “Test” position with a spring return to allow the alternating of the pump sequence to check alternator operation.

8. Lights and Alarms:

    a. Indicator Lights: There shall be installed on the face of the inner door unit, heavy-duty oil tight indicator lights as shown on the Standard Drawings.

    b. High Level Alarm: A vapor proof red light and horn shall be mounted on the top of the panel for high level alarm. In addition, there shall be an alarm silence push-button on the inner door and a silence relay, which will silence the horn and automatically reset when these signals are restored to normal. The push-button shall be heavy-duty oil tight. The red globe shall be the screw-on type.

9. Emergency Power Receptacle: The control panel shall have an external mounted generator receptacle of the required size and type as indicated in Appendix A.

10. Additional Requirements:

    a. All power wires shall be THW or THWN 75-degree Celsius insulated stranded copper conductors and shall be appropriately sized for the given load application. All control circuit wire shall be type THW, Size 14, stranded wire type. All wiring within the enclosure shall be neatly routed by the use of slotted wiring duct with snap on type covers. Wiring on the rear of the inner door shall be neatly bundled with nylon ties and include sufficient loop across the hinges to prevent wire damage, with each end of the conductor marked as indicated below:
        i. 24 volt: RED

ii. Neutral: WHITE
iii. 120 volt: BLACK

b. Terminal points of all terminal strips shall be permanently identified. All terminal numbers and identifying nomenclature shall correspond to and be shown on the electrical diagrams. All wiring shall be permanently shown on the electrical drawings.

c. All circuit breakers, control switches, indicator pilot lights and other control devices shall be identified with permanently affixed legend plates and lamicoid-type engraved nameplates.

d. A surge protector shall be included and wired to protect motors and control equipment from lightning induced line surges. All surge protectors shall be United Laboratories (UL) approved and installed per the respective power company requirements and manufacturer's specifications. Surge protectors shall be attached to the main disconnects.

e. Elapsed time meters shall be 115 volt not-reset type and shall totalize pump-running time in hours and tenths of hours to 99999.9 hours.

f. On the face of the inner door unit, there shall be installed a 15-amp, 120 volt, duplex convenience receptacle. It shall be provided with its own single pole, 15-amp circuit breaker for protection. Ground fault interrupt type shall be required.

g. Control terminal blocks shall be of the clamp screw type, rated for 600 volts. Amperage rating shall accommodate the control circuit amperage. An additional 30 space terminal strip shall be installed in the cabinet for future use, with RTU equipment.

h. There shall be a control power transformer with a minimum size of 500VA to provide 120VA power for: coils for starters, 15A duplex receptacle, indicator pilot lights, alarm horn, pump alternator, elapsed time meters, etc. The secondary side shall have one (1) leg fused and the other grounded. The float switches require this control power transformer and relays shall be 24VAC. A 24 VAC control power transformer properly sized with a fused secondary shall provide this.

i. All lift stations and pump stations shall include a SCADA system by Data Flow System (DFS) and per NPU's approval.

2.5 MISCELLANEOUS

A. Nameplates

1. Nameplates shall be engraved, laminated plastic, not less than 1/16-in thick by 3/4-in by 2-1/2-in with 3/16-in high black letters on a white background.

PART 3 – EXECUTION

3.1 SLEEVES AND FORMS FOR OPENINGS

A. Provide and place all sleeves for conduits penetrating concrete slabs. Locate all necessary slots for electrical work and form before concrete is poured.

B. Exact locations are required for stubbing-up and terminating concealed conduit. Obtain shop drawings and templates from equipment vendors or other subcontractors and locate the concealed conduit before the slab is poured.

C. Seal all openings, sleeves, penetration and slots.

3.2 CUTTING AND PATCHING

A. Cutting and patching shall be done in a thoroughly workmanlike manner. Sawcut concrete and masonry prior to breaking out sections.

B. Core drill holes in existing concrete floors and walls as required.

C. Install work at such time as to require the minimum amount of cutting and patching.

D. Do not cut joists, beams, girders, columns or any other structural members.

E. Cut opening only large enough to allow easy installation of the conduit.

F. Patching to be of the same kind and quality of material as was removed.

G. The completed patching work shall restore the surface to its original appearance or better.

H. Patching of waterproofed surfaces shall render the area of the patching completely waterproofed.

I. Remove rubble and excess patching materials from the premises.

J. When existing conduits are cut at the floor line or wall line, they shall be filled with grout of suitable patching material.

3.3 GENERAL INSTALLATION

A. All work shall be done in a neat and workmanlike manner and in accordance with the National Electrical Code and these specifications. Any work not installed according to the specifications shall be subject to change as directed by the Engineer. No extra compensation will be allowed for making these changes.

B. Electrical equipment shall be protected at all times against mechanical injury or damage by water. Electrical equipment shall not be stored outdoors. Electrical equipment shall be stored in dry permanent shelters. Do not install electrical equipment in its permanent location until structures are weather-tight. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and tested as directed by the Engineer, or shall be replaced at no additional cost at the Engineer's discretion.

C. Equipment that has been damaged shall be replaced or repaired by the equipment manufacturer, at the Engineer's discretion, and at no additional cost to the owner.

D. Repaint any damage to factory applied paint finish using touch-up paint furnished by the equipment manufacturer. The entire damaged panel or section shall be repainted at no additional cost to the Owner.

E. Identify equipment with nameplates as shown on the drawings. Bond nameplate to enclosure using epoxy or similar permanent waterproof adhesive. Double sided foam tape is not acceptable.

F. Coordinate the conduit installation with other trades and the actual supplied equipment.

G. Exact locations of electrical equipment shall be determined by the Contractor and approved by the Engineer during construction. Obtain information relevant to the placing of electrical work and in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.

H. Remove all rubbish and debris from inside and around the equipment. Remove dirt, dust or concrete spatter from the interior and exterior of the equipment using brushes, vacuum cleaner or clean lint-free rags. Do not use compressed air.

I. Field installed interior wiring shall be neatly grouped by circuit and bound by plastic tie wraps. Circuit groups shall be supported so that circuit

terminations are not stressed.

J. Install the equipment in accordance with the manufacturer instructions.

K. Remove temporary lifting angles, lugs and shipping braces. Touch up damaged paint finishes.

L. Make wiring interconnections between shipping splits.

M. No operator devices shall be located over 6 ft. 6 in. above the operating floor. Circuit breaker operating handles located more than 6 ft. 6 in. above the operating floor shall have operating arm extensions.

3.4 RACEWAYS, BOXES, FITTINGS AND SUPPORTS

A. No wire shall be pulled until the conduit system is complete in all details.

B. The ends of all conduits shall be tightly plugged to exclude dust and moisture during construction.

C. Conduit supports, other than for underground raceways, shall be spaced at intervals of 8 ft or less, as required to obtain rigid construction.

D. Single conduits shall be supported by means of aluminum one hole pipe clamps in combination with aluminum one screw back plates, to raise conduits from the surface. Multiple runs of conduits shall be supported on trapeze type hangers with steel horizontal members and threaded hanger rods. The rods shall be not less than 3/8 in diameter. Surface mounted panel boxes, junction boxes, conduit, etc., shall be supported by spacers to provide a minimum of 1/2 in clearance between wall and equipment.

E. Conduit hangers shall be attached to structural steel by means of beam or channel clamps. Where attached to concrete surfaces, concrete expansion anchors shall be provided.

F. All conduits on exposed work, within partitions and above suspended ceilings, shall be run at right angles to and parallel with the surrounding wall and shall conform to the form of the ceiling. No diagonal runs will be allowed. Bends in parallel conduit runs shall be concentric. All conduit shall be run perfectly straight and true.

G. Conduit terminating in NEMA 4X enclosures shall be terminated with Myers grounding type conduit hubs.

H. Conduits containing equipment grounding conductors and terminating in sheet steel boxes shall have insulated throat grounding bushings with lay-in type lugs.

I. Conduits shall be installed using threaded fittings. All threads on aluminum conduit and fittings shall be cleaned and coated with “No-Oxide” compound before installing.

J. Where conduits pass through openings in walls or floor slabs, the remaining openings shall be sealed against the passage of flame and smoke.

K. All conduit which may under any circumstance contain liquids such as water, condensation, liquid chemicals, etc., shall be arranged to drain away from the equipment served. If conduit drainage is not possible, conduit seals shall be used to plug the conduits.

L. Conduits passing from heated to unheated spaces, exterior spaces, refrigerated spaces, cold air plenums, etc., shall be sealed with "Duxseal" as manufactured by Manville or seal fitting to prevent the accumulation of condensation. Seal the ends of raceways and make watertight at all handholes, buildings and structures.

M. Swab all raceways clean before installing cable.

N. Existing conduits are to be reused only where specifically noted on the drawings. Mandrels shall be pulled through all existing conduits which will be reused and through all new conduits 2 in in diameter and larger prior to installing conductors.

O. The use of running threads is prohibited. Where such threads are necessary, a 3 piece cast aluminum union shall be used.

P. Spare conduits and conduit stub-outs for future construction shall be provided with a pull string (securely fastened and provided with identification tag) and threaded PVC end caps at each end.

Q. All conduits shall have a 4-inch concrete housekeeping pad at all slab and grade penetrations. The housekeeping pad shall have 45-degree, 3/4-inch chamfer at all exposed edges.

R. Where no size is indicated for junction boxes, pull boxes or terminal cabinets, they shall be sized in accordance with the requirements of NEC Article 314.

S. All underground control and instrumentation conduits shall be separated from power conduits by a minimum of 12 inches unless specifically noted otherwise. Crossing of control and instrumentation conduits with power conduits shall be kept to a minimum and where they must cross they shall cross at 90-degree angles.

3.5 WIRES, CABLES, AND ACCESSORIES

A. Use lubrications to facilitate wire pulling. Lubricants shall be UL approved for use with the insulation specified.

B. Identify wires as with color code at each junction box or termination point as described herein. Color code shall be as follows for the 480Y/277VAC system: phase A (brown), phase B (orange), phase C (yellow), neutral (gray), ground (green).

C. Power conductors: Terminations shall be die type or set screw type pressure connectors as specified. Splices (where allowed) shall be die type compression connector and waterproof with heat shrink boot or epoxy filling.

D. Unless specifically permitted by the Engineer, no splices between termination points will be allowed.

E. All raceways shall include an equipment grounding conductor.

F. Seal openings in slabs and walls through which wires and cables pass.

G. Steel fish tapes and/or steel pulling cables shall not be used in PVC conduit runs.

H. Pull cables from the direction that requires the least tension. Use a feed-in tube and sheave designed for cable installation. Use sheaves with radii that exceed the cable manufacturer's recommended minimum bending radius. Use a dynamometer and constant velocity power puller. Velocity should not be less than 15-ft./min. or more than 50-ft./min. Do not exceed the cable manufacturer's maximum recommended tension.

I. If cable cannot be terminated immediately after installation, install heat shrinkable end caps.

3.6 GROUNDING

A. Grounding shall be in accordance with NEC Article 250.

3.7 TESTS AND SETTINGS

A. Test systems and equipment furnished under Division 16 and repair or replace all defective work and equipment.

B. Verify all terminations at transformers, equipment, panels and enclosures are connected to the proper terminals by producing a 1, 2, 3

rotation on a phase sequenced motor when connected to "A," "B" and "C" phases.

C. Verify correct wire termination positions across tie circuits, transfer switches, or other devices that normally have two sources of three-phase power present by performing a hot phase test. That is, in addition to verifying clock-wise rotation, a voltage reading across both incoming circuits should nominally measure zero (0) volts when phase “A” of one source is compared to phase “A” of the other source.

D. Check all wire and cable terminations for correct torque requirements.

E. Make adjustments to the systems and instruct the Owner's personnel in the proper operation of the systems.

F. 600 Volt Wire

1. Test all 600-volt wire insulation with a megohm meter after installation and prior to termination. Make tests at not less than 1,000 volts DC. Submit a written test report of the results to the Engineer. Notify Engineer in writing 48 hours prior to testing.

2. Field testing and commissioning shall be done in accordance with the latest revision of the “Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems” published by the InterNational Electrical Testing Association (NETA Standard ATS) unless otherwise modified by this Section. Minimum wire insulation resistance shall not be less than 250 Megohms.

3. Submit a written test report of the results to the Engineer.

END OF SECTION

SECTION 311010

DEWATERING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Dewatering shall include all necessary control and disposal of groundwater on a continual basis during construction.

B. Dewatering shall include the lowering of the groundwater table to relieve any hydrostatic head that could cause a decrease in the stability of the excavated subgrade. It shall also include the intercepting of seepage which could otherwise emerge from the slope or sides of excavations which could cause a decrease in the stability of the excavated subgrade or the slopes or sides of the excavations.

1.2 ADDITIONAL PROVISIONS

A. Provide, operate, and maintain any dewatering system required to lower and control groundwater levels and groundwater hydrostatic pressure during the construction of the Work as required by this Section and the Contract Documents. The Contractor shall assume full responsibility and expense for the adequacy of the dewatering system with no additional time for performance.

B. The development, drilling, operation, and abandonment of all wells used in the dewatering system shall comply with regulations of the Florida Department of Environmental Protection and the Southwest Water Management District.

C. Remove and dispose of water resulting from activities described in this Section. Provide siltation settling basins for all discharges from dewatering systems. Submit plan of settling basins and discharge facilities for review by the City prior to dewatering system installation.

D. Remove dewatering systems and equipment when no longer required.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 EXECUTION

A. The dewatering system shall be capable of developing an excavated subgrade relieved of any hydrostatic pressure that could cause a decrease in the stability of the excavated subgrade and which will provide the necessary groundwater control for the proper performance required for completion of the Work.

B. The dewatering system shall not cause damage to newly constructed or existing properties, buildings, utilities, and other work due to the loss of support from incompletely drained soils or from removal of soil particles resulting from the dewatering system operation.

C. Dewatering facilities shall be located where they will not cause interference with work performed by others.

D. If the dewatering system utilized by the Contractor causes or threatens to cause damage to new or existing facilities, the dewatering system shall be modified at no additional cost to the City. The Contractor shall be responsible for and shall repair all damage caused by the dewatering system operation at no additional cost to the City and at no additional time for performance.

E. Dispose of subsurface water collected in a manner which conforms to all applicable local and state ordinances, statutes, and laws.

F. Maintain continual and complete effectiveness of the dewatering system operation to provide a firm, stable, excavated subgrade at all times as required for proper performance of the Work.

G. Provide dewatering necessary to maintain the groundwater table below the level of backfill as it is being placed.

3.2 JOB CONDITIONS

A. Erosion Control: Provide adequate protection from erosion from any of the dewatering operations utilized during the course of the construction. Any damage, disruption or interference to newly constructed work or existing properties, buildings, structures, utilities and/or other work resulting directly or indirectly from dewatering operations conducted under this Contract shall be remedied by the Contractor, at no cost to the City.

B. Treatment of Dewatering Operations Discharges: Provide such additional treatment devices as may be required to meet the provisions of the Contract. This may include the construction of sumps and/or

settling basins, stone rip-rap, silt fences or other requirements. The treatment devices shall be later removed and/or filled in with acceptable backfill material, and restored to original conditions once they are no longer needed, at no additional cost to the City.

C. Noise Control: All Work under this Section shall executed in accordance with all Noise Ordinances of the City of North Port.

END OF SECTION

SECTION 311020

TRENCHING, BACKFILLING AND COMPACTION

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and perform all trenching for pipelines and appurtenances, including drainage, filling, backfilling, disposal of surplus material and restoration of trench surfaces and easements.

B. Excavation shall extend to the width and depth shown on the Construction Plans or as specified herein and shall provide suitable room for installing pipe, structures and appurtenances.

C. Furnish and place all sheeting, bracing and supports and shall remove from the excavation all materials which the Engineer may deem unsuitable for backfilling. The bottom of the excavation shall be firm and dry and in all respects. If conditions warrant, deposit gravel for pipe bedding, or gravel refill for excavation below grade, directly on the bottom of the trench immediately after excavation has reached the proper depth and before the bottom of the trench has become softened or disturbed by any cause whatever. The length of open trench shall be related closely to the rate of pipe laying. All excavation shall be made in open trenches.

D. All excavation, trenching and related sheeting, bracing, etc., shall conform to the requirements of the Florida "State Safety Act" (CS/SB 2626) which incorporates, by reference, OSHA's excavation safety standards, 29 CFR 1926 Subpart P.

E. Wherever the requirement for 98 percent compaction is referred to herein it shall mean "at least 98 percent of maximum density as determined by ASTM D1557, Method D".

F. Prior to the start of work submit the proposed method of backfilling and compaction to the Engineer for review.

1.2 RELATED WORK

A. Granular fill material is included in Section 311030.

1.3 DEWATERING

A. See Section 311010 Dewatering.

1.4 JOB CONDITIONS

A. The Contractor shall examine the site and review the available test borings or undertake his own soil borings prior to submitting his bid, taking into consideration all conditions that may affect his work. The City will not assume responsibility for variations of sub-soil quality or conditions at locations other than places shown and at the time the investigation was made. Boring log data and soil samples are available for examination after signing a release at the office of the City.

B. Existing Utilities: Locate existing underground utilities in the areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

1. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, notify the City of such piping or utility immediately for directions.

2. Cooperate with the City and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

3. Demolish and completely remove from site existing underground utilities indicated in the Construction Plans to be removed.

C. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

1. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

1.5 SUBMITTALS

A. Submit, in accordance with Section 013000, complete product data for materials specified in this Section.

B. For each material obtained from other than onsite sources, the Contractor shall notify the Engineer of the source of the material.

C. Furnish product data for all imported fill material to include:

1. Material Source: Submit name of imported material suppliers.

2. Supplier's Certificate: Certify that products meet or exceed specified requirements.

1.6 REFERENCED STANDARDS

A. American Association of State Highway and Transportation Officials:

1. AASHTO M 288 - Geotextiles.

B. ASTM International:

1. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).

2. ASTM D 4355 / D 4355M - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc Type Apparatus.

3. ASTM D 4533/ D 4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles.

4. ASTM D 4632/ D 4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

5. ASTM D 6241 - Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.

6. ASTM D 4751 - Standard Test Methods for Determining Apparent Opening Size of a Geotextile.

C. Florida "State Safety Act" (CS/SB 2626).

D. Occupational Safety and Health Administration (OSHA):

1. 29 CFR Part 1926 Subpart P.

E. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Base, Fill, and Backfill:

1. Satisfactory soil materials are defined as those complying with

American Association of State Highway and Transportation Officials (AASHTO) M 145, soil classification Groups A 1, A 2 4, A 2 5, and A 3.

2. Unsatisfactory soil materials are those defined in AASHTO M 145 soil classification Groups A 2 6, A 2 7, A 4, A 5, A 6, and A 7 along with peat and other highly organic soils.

B. Structural Fill:

1. Well graded soil material consisting of coarse aggregate to medium to fine grain sized sand, free of organic, deleterious and/or compressible material.

   a. Shall not contain rock or stones exceeding 3-1/2 inches in diameter, hardpan, cobbles, or other similar materials.

C. Select Common Fill:

1. Soil material containing no more than 15 percent by weight finer than No. 200 mesh sieve.

   a. Shall be free from organic matter, muck, marl, rock exceeding 3-1/2 inches in diameter, broken concrete, masonry, rubble, or other similar materials.

2. Material falling within the above specification, encountered during the excavation, may be stored in segregated stockpiles for reuse. All material which, in the opinion of the Engineer or the City, is not suitable for reuse shall be spoiled as specified herein for disposal of unsuitable materials.

D. Bedding Rock:

1. Bedding rock shall be FDOT No. 57, gradation washed and graded limerock or shell.

2.2 GEOTEXTILES

A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 3; AASHTO M 288.

2. Survivability: As follows:

a. Grab Tensile Strength: 120 lbf (534 N); ASTM D 4632/ D 4632M.

b. Tear Strength: 50 lbf (223 N); ASTM D 4533/D 4533 M.

c. Puncture Strength: 310 lbf 1 N); ASTM D 6241.

3. Apparent Opening Size: No. 70 (0.212-mm) sieve, maximum; ASTM D 4751.

4. Permittivity: 0.1 per second, minimum; ASTM D 4751.

5. UV Stability: 70 percent after 500 hours' exposure; ASTM D 4355/D 4355M.

6. Product: Provide “Mirafi 140N,” by TenCate Geosynthetics – Nicolon Corporation, or equal.

PART 3 – EXECUTION

3.1 GENERAL

A. All excavation, backfill, and grading necessary to complete the Work shall be made by the Contractor and the cost thereof shall be included in the contract price.

B. Material shall be furnished as required from off-site sources and hauled to the site.

C. The Contractor shall take all the necessary precautions to maintain the work area in a safe and workable condition.

D. The Contractor shall protect his work at all times by flagging, marking, lighting, and barricading. It shall also be the Contractor's responsibility to preserve and protect all above and underground structures, pipe lines, conduits, cables, drains or utilities which are existing at the time he encounters them. Failure of the Construction Plans to show the existence of these obstructions shall not relieve the Contractor from this responsibility. The cost of repair of any damage which occurs to these obstructions during or as a result of construction shall be borne by the Contractor without additional cost to the City.

3.2 TRENCH EXCAVATION

A. Trench excavation shall include material of every description and of whatever substance encountered, except rock and boulders. Pavement shall be cut with a saw, wheel or pneumatic chisel along straight lines

before excavating.

B. Strip and stockpile topsoil from grassed areas crossed by trenches. At the Contractor's option, topsoil may be otherwise disposed of and replaced, when required, with approved topsoil of equal quality.

C. While excavating and backfilling is in progress, traffic shall be maintained, and all utilities and other property protected as provided in the General Conditions and General Requirements.

D. Excavation for all trenches required for the installation of pipes and electrical ducts shall be made to the depths indicated in the Construction Plans. Excavate in such manner and to such widths as will give suitable room for laying the pipe or installing the ducts within the trenches, for bracing and supporting and for pumping and drainage facilities. The trench width at the top of the pipe shall not exceed the allowable as determined by the depth of cut and indicated in the Construction Plans.

1. For water mains, excavate trench to provide a minimum of 36 inches of clear cover over the pipe bell unless otherwise noted in the Construction Plans or herein.

E. Excavation and dewatering shall be accomplished by methods which preserve the undisturbed state of subgrade soils. The trench may be excavated by machinery to, or just below the designated subgrade, provided that material remaining in the bottom of the trench is no more than slightly disturbed. Subgrade soils which become soft, loose, "quick", or otherwise unsatisfactory as a result of inadequate excavation, dewatering or other construction methods shall be removed and replaced by screened gravel fill as required by the Engineer at the Contractor's expense.

F. Clay and organic silt soils are particularly susceptible to disturbance due to construction operations. When excavation is to end in such soils, use a smooth-edge bucket to excavate the last 1-ft of depth.

G. Rock shall be removed to a minimum four inches (4”) to six inches (6”) clearance around the bottom and sides of all the pipe or ducts being laid as shown in the Construction Plans.

H. The bottom of the excavations shall be firm and dry and in all respects acceptable to the City. Excavate unsatisfactory soil material from the bottom of the trench to a depth determined by the City and replace with rock or shell bedding.

I. Where pipe or ducts are to be laid in bedding or encased in concrete the trench may be excavated by machinery to, or just below, the designated

subgrade provided that the material remaining in the bottom of the trench is no more than slightly disturbed.

J. Where the pipes or ducts are to be laid directly on the trench bottom the lower part of the trenches shall not be excavated to the trench bottom by machinery. The last of the material being excavated shall be done manually in such a manner that will give a flat bottom true to grade so that pipe or duct can be evenly and uniformly supported along its entire length on undisturbed material or bedding rock. Bell holes shall be made as required manually so that there is no bearing surface on the bells and pipes are supported along the barrel only.

3.3 PIPE INTERFERENCES AND ENCASEMENT

A. The Contractor shall abide by the following schedule of criteria concerning interferences with other utilities. In no case shall there be less than 0.3 feet between any two pipe lines or between pipe lines and structures. Concrete encasement shall be provided in accordance with the typical detail as shown in the Construction Plans.

3.4 BEDDING

A. Where select common bedding material is used for pipe support as shown in the Construction Plans, the trench bottom or bedding should be prepared in accordance with Paragraph 3.2.E of this Section and the top six inches (6”) shall be compacted using mechanical equipment to a minimum of 98 percent of the maximum dry density as determined by ASTM D1557, Method D.

B. Where rock or shell is used for pipe support, gravity sewer pipe shall have rock or shell bedding to six inches (6”) over top of pipe, and four inches (4”) to six inches (6”) below the invert. Pressure pipe shall have rock or shell bedding to springline of pipe, and four inches (4”) to six inches (6”) below the invert depending on the diameter as shown in the Construction Plans. Rock or shell bedding shall be placed in maximum lift thicknesses of four inches (4”) to six inches (6”) with each lift compacted using mechanical equipment.

C. Rock or shell bedding may be used under certain circumstances as a drain for ground water control, subject to the approval of the City. The Contractor shall take all precautions necessary to maintain the shell or rock bedding in a compacted state and to prevent washing, erosion, or loosening of this bed.

3.5 SHEETING AND BRACING

A. Furnish, put in place and maintain sheeting and bracing required by Federal, State or local safety requirements to support the sides of the

excavation and prevent loss of ground which could endanger personnel, damage or delay the work or endanger adjacent structures. If the Engineer is of the opinion that at any point sufficient or proper supports have not been provided, he/she may order additional supports placed at the expense of the Contractor. Compliance with such order shall not relieve the Contractor from his/her responsibility for the sufficiency of such supports. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed.

B. Where sheeting and bracing is required to support the sides of trenches, engage a professional engineer, registered in the State of Florida, to design the sheeting and bracing. The sheeting and bracing installed shall be in conformity with the design and certification of this shall be provided by the professional engineer.

C. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the screened gravel backfill.

1. When installing rigid pipe (R.C., V.C., A.C., etc.), any portion of the box extending below mid diameter shall be raised above this point prior to moving the box ahead to install the next pipe. This is to prevent the separation of installed pipe joints due to movement of the box.

2. When installing flexible pipe (PVC, etc.), trench boxes, moveable sheeting, shoring or plates shall not be allowed to extend below mid-diameter of the pipe. As trench boxes, moveable sheeting, shoring or plates are moved, screened gravel shall be placed to fill any voids created and the screened gravel and backfill shall be re-compacted to provide uniform side support for the pipe.

D. Permission will be given to use steel sheeting in lieu of wood sheeting for the entire job wherever the use of sheeting is necessary. The cost for use of sheeting will be included in the bid items for pipe and shall include full compensation for driving, bracing and later removal of sheeting.

E. All sheeting and bracing shall be carefully removed in such manner as not to endanger the construction of other structures, utilities, or property, whether public or private. All voids left after withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted to that purpose, by watering or otherwise as directed.

F. No payment will be given for sheeting, bracing, etc, during the progress of the work. No payment will be given for sheeting which has actually

been left in the trench for the convenience of the Contractor.

G. Sheeting driven below mid-diameter of any pipe shall remain in place from the driven elevation to at least 1-ft above the top of the pipe.

3.6 TEST PITS

A. Excavation of test pits may be required for the purpose of locating underground utilities or structures as an aid in establishing the precise location of new work.

B. Test pits shall be backfilled as soon as the desired information has been obtained. The backfilled surface shall be maintained in a satisfactory condition for travel until resurfaced as specified.

3.7 BACKFILLING

A. Backfilling over pipes shall begin as soon as practicable after the pipe has been laid, jointed, and inspected and the trench filled with suitable bedding material.

B. Backfilling over ducts shall begin not less than three (3) days after placing concrete encasement.

C. All backfilling shall be performed expeditiously and as detailed in the Construction Plans.

D. Any space remaining between the pipe and sides of the trench shall be packed full by hand shovel with selected earth, free from stones having a diameter greater than two inches (2”) and thoroughly compacted with a tamper as fast as placed, up to a level of one foot (1’) above the top of the pipe. The material shall be compacted to a minimum of 98 percent of the maximum dry density as determined by ASTM D1557, Method D in layers not to exceed four inches (4”) up to the centerline of the pipe from the trench bottom and in layers not to exceed six inches (6”) from the pipe centerline to twelve inches (12”) above the pipe.

E. The filling shall be carried up evenly on both sides with at least one person tamping for each person shoveling material into the trench.

F. The remainder of the trench above the compacted backfill, as just described above, shall be filled and thoroughly compacted with select common fill with mechanical equipment. Compact select common fill in six-inch (6”) layers to a minimum of 98 percent of the maximum dry density determined by ASTM D1557, Method D.

G. Where the pipes are laid in streets, the remainder of the trench up to a depth of 12-in below the bottom of the specified permanent paving shall be backfilled with common fill material in layers not to exceed 1-ft and thoroughly compacted. The subbase layer for paving shall be of bank-run gravel thoroughly compacted in 6-in layers.

H. In locations where pipes pass through building walls, the Contractor shall take the following precautions to consolidate the refill up to an elevation of at least one foot (1') above the bottom of the pipes:

1. Place structural fill in such areas for a distance of not less than three feet (3') either side of the center line of the pipe in level layers not exceeding six inches (6") in depth.

2. Wet each layer to the extent requested and thoroughly compact each layer with a power tamper.

I. To prevent longitudinal movement of the pipe, dumping backfill material into the trench and then spreading will not be permitted until selected material or screened gravel has been placed and compacted to a level 1-ft over the pipe.

J. Backfill shall be brought up evenly on all sides. Each layer of backfill material shall be thoroughly compacted by rolling, tamping, or vibrating with mechanical compacting equipment or hand tamping, to 92 percent compaction. If rolling is employed, it shall be by use of a suitable roller or tractor, being careful to compact the fill throughout the full width of the trench.

K. Compaction by puddling or water jetting shall not be permitted.

L. Compaction in confined areas shall be by use of hand or pneumatic ramming with tools weighing at least 20 lbs. The material shall be spread and compacted in layers not exceeding 6-in thick, uncompacted loose measure thickness.

M. Backfill around structures shall be granular fill material as specified and as shown on the Drawings. All backfill shall be spread and compacted as specified, especially under and over pipes connected to the structures.

N. Bituminous paving shall not be placed in backfilling unless specifically permitted, in which case it shall be broken up as directed.

O. All road surfaces shall be broomed and hose-cleaned immediately after backfilling. Dust control measures shall be employed at all times.

P. The Contractor shall coordinate and pay for density tests to determine compaction of backfill spaced as required by the agencies having jurisdiction, or at a minimum of one in every 300 feet of trench cut per lift and shall include a test at the spring line of the pipe. The tests shall be sign and sealed by a Florida Licensed Engineer.

3.8 GRADING

A. Grading shall be performed at such places as are indicated in the Construction Plans, to the lines, grades, and elevations shown or as approved by the City and shall be made in such a manner that the requirements for formation of embankments can be followed. All unacceptable material encountered, of whatever nature within the limits indicated, shall be removed and disposed of as requested. During the process of excavation, the grade shall be maintained in such condition that it will be well drained at all times. Temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect the prosecution or condition of the Work.

B. If at the time of excavation, it is not possible to place any material in its proper section of the permanent structure, it shall be stockpiled in approved areas for later use. No extras will be considered for the stockpiling or double handling of excavated material.

C. The right is reserved to make minute adjustments or revisions in lines or grades if found necessary as the work progresses, due to discrepancies in the Construction Plans or in order to obtain satisfactory construction.

D. Stones or rock fragments larger than 1-1/2 inches in their greatest dimensions will not be permitted in the top one foot (1’) of the subgrade line of all dikes, fills, or embankments.

E. All fill slopes shall be uniformly dressed to the slope, cross section, and alignment shown in the Construction Plans, or as approved in writing by the City.

F. In cuts, all loose or protruding rocks on the back slopes shall be jarred loose or otherwise removed to line or finished grade of slope. All cut and fill slopes shall be uniformly dressed to the slope, cross section, and alignment shown in the Construction Plans or as approved in writing by the City.

G. No grading is to be done in areas where there are existing pipe lines that may be uncovered or damaged until such lines which must be maintained are relocated, or where lines are to be abandoned, all required valves are closed and drains plugged at manholes.

H. The Contractor shall replace all pavement cut or otherwise damaged during the progress of the Work as specified elsewhere herein.

3.9 RESTORING TRENCH SURFACE

A. Where the trench occurs adjacent to paved streets, in shoulders, sidewalks, or in cross-country areas, thoroughly consolidate the backfill and maintain the surface as the work progresses. If settlement takes place, immediately deposit additional fill to restore the level of the ground.

B. In and adjacent to streets, the 12-in of trench backfill below the specified initial pavement shall consist of compacted bank-run gravel. Should the Contractor wish to use material excavated from the trench as gravel subbase for pavement replacement, the Contractor, at his/her own expense, have samples of the material tested by an independent testing laboratory at intervals not to exceed 500-ft, in order to establish its compliance with the specifications. Only material which has been tested and approved by the Engineer shall be allowed to be incorporated into the work.

C. The surface of any driveway or any other area which is disturbed by the trench excavation and which is not a part of the paved road shall be restored to a condition at least equal to that existing before work began.

D. In sections where the pipeline passes through grassed areas, the Contractor, shall at his own expense, remove and replace the sod, or loam and seed the surface to the satisfaction of the Engineer.

3.10 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

A. Excavated material shall be stacked without excessive surcharge on the trench bank or obstructing free access to hydrants and gate valves. Inconvenience to traffic and abutters shall be avoided as much as possible. Excavated material shall be segregated for use in backfilling as specified below.

B. All surplus and/or unsuitable excavated material shall be disposed of in the following manner:

1. Transport from City's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond City's property shall be obtained prior to commencing hauling operations.

C. Suitable excavated material may be used for fill if it meets the Technical Specifications for select common fill and is approved by the City.

Excavated material so approved may be neatly stockpiled at the site where designated by the City provided there is an area available where it will not interfere with the operation of the facility nor inconvenience traffic or adjoining property owners.

END OF SECTION

SECTION 311050

CLEANING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Contractor shall execute cleaning, during progress of the Work, and at completion of the Work.

1.2 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.

C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.2 FINAL CLEANING

A. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

B. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

C. Prior to final completion, or City occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 321010

PAVEMENT REPAIR AND RESTORATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The Contractor shall furnish all labor, materials, equipment, incidentals, obtain any required right of-way permits and remove and replace pavements over trenches excavated for installation of water or sewer lines and appurtenances as shown on the Construction Plans and standard detail drawings.

1.2 GENERAL

A. Trenching, Backfilling and Compaction is included in Section 311020.

1.3 SUBMITTALS

A. Submit, in accordance with Section 013000, complete product data for materials specified in this Section.

PART 2 - PRODUCTS

2.1 PAVEMENT SECTION

A. Performance / Design Criteria:

1. Superpave designs are defined for equivalent single axle loads (ESAL) ranging from 0.3 to 100 million over 20-year paving life. Consider rate of loading to avoid rutting damage that occurs in first few years of paving life. Estimating ESAL over 20 years for paving designed for shorter life span will affect paving design criteria.

2. Pavement Design: Superpave Type SP-9.5 or Type SP-12.5 as shown or specified and in accordance with Florida Department of Transportation Standard Specifications for Road and Bridge Construction or on the plans.

B. Asphalt Materials:

1. Use asphalt binder for superpave performance graded asphalt designs.

2. Provisional standard, AASHTO MP1a, includes requirements for low temperature testing procedures. Both standards use same performance

grades. Verify standard permitted by FDOT requirements.

3. Materials for asphalt paving shall comply with Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the plans.

2.2 MIXES

A. Asphalt Paving Mixtures:

1. Asphalt Paving Mixtures shall comply with Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Section 017710 – Contract Closeout

B. Verify utilities indicated under paving are installed with excavations and trenches backfilled and compacted.

C. Verify compacted subbase is dry and ready to support paving and imposed loads.

1. Proof roll subbase with a vibratory roller weighing a minimum of eight (8) tons or a sheepsfoot roller, where appropriate, exerting a compression of at least 250 pounds psi on the tamper foot for at least five (5) passes in minimum two (2) perpendicular passes to identify soft spots.

2. Remove soft subbase and replace with compacted fill as specified in Section 311030.

D. Verify gradients and elevations of base are correct.

E. Verify manhole frames and drainage structures are installed in correct position and elevation.

3.2 PREPARATION

A. Prepare subbase in accordance with Florida Department of Transportation standards and the plans.

3.3 DEMOLITION

A. Saw cut and notch existing paving as indicted on plans.

B. Clean existing paving to remove foreign material, excess joint sealant and crack filler from paving surface.

C. Repair surface defects in existing paving to provide uniform surface to receive new paving.

D. Remove demolished asphalt from Site and dispose of properly.

3.4 MILLING OF EXISTING ASPHALT PAVEMENT

A. Perform all milling operations in accordance with Florida Department of Transportation standards.

B. Remove existing raised pavement markers prior to milling.

C. Do not disfigure adjacent Work.

D. Provide a milling machine capable of maintaining a depth of cut and cross slope that will achieve the results specified in the Contract Documents.

1. Milling machine shall have a minimum overall length (out to out measurement excluding the conveyor) of eighteen (18) feet and a minimum cutting width of six (6) feet.

2. Milling machine shall be equipped with a built-in automatic grade control system that can control the transverse slope and the longitudinal profile to produce the specified results.

3. The City or Engineer will approve any commercially manufactured milling machine that meets the above requirements. If it becomes evident after starting milling that the milling machine cannot consistently produce the specified results, the City or Engineer will reject the milling machine for further use.

4. The Contractor may use a smaller milling machine when milling to lower the grade adjacent to existing curb or other areas where it is impractical to use the above described equipment.

5. Milling machine shall be equipped with means to effectively limit the amount of dust escaping during the removal operation.

6. For complete pavement removal, the Engineer may approve the use of alternate removal and crushing equipment.

E. Execute removal to depth not less than the depth(s) shown on the plans at each point across full width of surface without detrimental aggregate degradation.

F. Remove milled asphalt from project site and dispose of properly.

3.5 INSTALLATION

A. Subbase: Prepare subbase in accordance with Florida Department of Transportation Standards.

B. Prime Coat and Tack Coat: Install in accordance with Florida Department of Transportation Standards.

C. Single Course Asphalt Paving:

1. Install Work in accordance with Florida Department of Transportation Standards.
2. Place asphalt within 24 hours of applying primer or tack coat.
3. Place asphalt wearing course to thickness indicated on Plans/Details.
4. Compact paving by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
5. Perform rolling with consecutive passes to achieve even and smooth finish without roller marks.

D. Double Course Asphalt Paving:

1. Install Work in accordance with Florida Department of Transportation Standards.
2. Place asphalt binder course within 24 hours of applying primer or tack coat.
3. Place binder course to thickness indicated on Plans.
4. Coordinate times for placement to allow for inspection and testing of each course.
5. Place wearing course within 24 hours of placing and compacting binder course.
6. When binder course is placed more than 24 hours before placing

wearing course, clean surface and apply tack coat before placing wearing course.

7. Place wearing course to thickness indicated on plans.

8. Compact each course by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.

9. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

E. Asphalt Paving Overlay

1. Install Work in accordance with Florida Department of Transportation Standards.

2. Apply tack coat to existing paving surface at rate recommended by geotextile fabric manufacturer.

3. Place wearing course to thickness indicated on Plans.

4. Compact overlay by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.

5. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

F. Place asphalt mixture when temperature is not more than 15 degrees F less than initial mixing temperature.

G. Curbs

1. Install extruded asphalt curbs of profile as indicated on plans.

3.6 TOLERANCES

A. Flatness: Maximum variation of 1/4 inch measured with 10-foot straight edge.

B. Scheduled Compacted Thickness: Within 3/16 inch.

C. Variation from Indicated Elevation: Within 1/2 inch.

3.7 FIELD QUALITY CONTROL

A. Asphalt Paving Mix Temperature: Measure temperature at time of placement.

B. Asphalt Paving Thickness: ASTM D3549; test one core sample from every 1,000 square yards compacted paving.

C. Asphalt Paving Density: Monitor the roadway density per FDOT standards with either 6-inch diameter roadway cores, a nuclear density gauge, or other density measuring device, at a minimum frequency of once per 1,500 feet of pavement.

3.8 PROTECTION

A. Immediately after placement, protect paving from mechanical injury until surface temperature is less than 160 degrees F.

B. Keep sections of newly compacted asphalt concrete, which are to be covered by additional courses, clean until the successive course is laid.

C. Do not dump embankment or base material directly on the pavement. Dress shoulders before placing the friction course on adjacent pavement.

END OF SECTION

SECTION 321028

TOPSOIL

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnishing all labor, materials, equipment, and incidentals necessary to furnish, prepare, and spread topsoil, fertilizer, lime, and mulch as specified herein.

B. Consideration shall be given to City of North Port Code of Ordinances, Chapter 22 Article II, Section 22-57, Timing of Application, Fertilizer and Landscape Management.

1.2 REFERENCE STANDARDS

A. Florida Department of Transportation (FDOT):

1. Standard Specifications for Road and Bridge Construction (Standard Specifications), latest edition.

2. FDOT FM 1-T 267 – Florida Method of Test of Determination of Organic Content in Soils by Loss on Ignition.

B. City of North Port:

1. City of North Port Code of Ordinances, Chapter 22 Article II, Section 22-57, Timing of Application, Fertilizer and Landscape Management.

1.3 SUBMITTALS

A. General: Submit all submittals to the City in accordance with Section 013000, Shop Drawings, Submittals, and Samples.

B. Required Submittals:

1. Product Data: Product literature showing compliance with the requirements herein and including source/supplier information (as required):

   a. Topsoil.
   b. Lime.

c. Fertilizer.
d. Mulch.

PART 2 - PRODUCTS

2.1 TOPSOIL

A. Topsoil shall comply with the requirements of Section 162 – Prepared Soil Layer of the FDOT Standard Specifications for “Finish Soil Layer” and those requirements herein.

B. Topsoil shall be reasonably free from subsoil, stumps, roots, brush, rock or stones exceeding two inches (2”) in diameter, clay lumps, trash, or other similar objects.

C. Topsoil shall have a pH between 4.5 and 8.5 and shall have an organic content of 2.5 to 10 percent in accordance with FDOT FM 1-T 267.

2.2 LIME

A. Lime shall be ground dolomite limestone, designated for agricultural use.

2.3 FERTILIZER

A. Fertilizer shall comply with the requirements of Section 982 – Fertilizer of the FDOT Standard Specifications and those requirements herein.

B. Fertilizer shall be a standard commercial fertilizer containing 12 percent nitrogen, 8 percent phosphoric acid, and 8 percent potassium.

C. Fertilizer shall comply with the requirements of applicable state and federal laws and Code of the City of North Port Chapter 22 – Environmental and Natural Resources, Article II – Fertilizer and Landscape Management.

2.4 MULCH

A. Mulch shall comply with the requirements of Section 981 – Turf Materials of the FDOT Standard Specifications.

PART 3 – EXECUTION

3.1 PREPARATION OF AREA

A. Clear stones larger than two inches (2”) in diameter, sticks, and other debris which might interfere with the establishment, growth, or maintenance of acceptable turf and roller the area before applying

fertilizer and limestone.

3.2 PLACING TOPSOIL

A. Evenly spread topsoil prepared area to a uniform depth of 4 inches, after compaction. Spreading shall not be done when the ground or topsoil is excessively wet or otherwise in a condition detrimental to the work. Spreading shall be carried on so that sodding operations can proceed with a minimum of soil preparation or tilling.

B. After spreading, any large stiff clods and hard lumps shall be broken with a pulverizer or by other effective means and any subsoil, stumps, roots, brush, rock or stones exceeding 2 inches in diameter, clay lumps, trash, or other similar objects shall be removed.

C. The final topsoil surface shall conform to the required lines, grades, and cross sections.

D. Any topsoil or other dirt falling upon pavements as a result of hauling or handling of topsoil shall be promptly removed.

3.3 PLACING LIME, FERTILIZER, AND MULCH

A. The rate and method of application of lime, fertilizer, and mulch shall comply with the recommendations of the supplier and the requirements of Code of the City of North Port Chapter 22 – Environmental and Natural Resources, Article II – Fertilizer and Landscape Management

3.4 DISPOSAL OF WASTE MATERIALS

A. The Contractor shall dispose of all material and debris generated by hauling such material and debris away to an approved facility.

END OF SECTION

SECTION 321030

RESTORATION BY SEEDING OR SODDING

PART 1 - GENERAL

1.1 SCOPE

A. The work in this section consists of furnishing all labor, material and equipment to restore all areas disturbed during construction to match preconstruction conditions. Establish a stand of grass within the areas disturbed by furnishing and placing grass sod where required, or by seeding and mulching areas not requiring sod.

1.2 REFERENCES

A. Use materials conforming to the requirements of Florida Department of Transportation Standard Specifications for Road and Bridge Construction as follows:

1. Section 570 – Performance Turf
2. Section 981 – Turf Materials
3. Section 982 – Fertilizer
4. Section 983 – Water for Grassing

B. City of North Port Administrative Code, Chapter 22 Environmental and Natural Resources, Article II – Fertilizer and Landscape Management

1.3 SUBMITTALS

A. Submit certifications and identification labels for all seeding or sodding supplied in accordance with Division 01 General Requirements, Section 013000 Shop Drawings, Submittals and Samples.

PART 2 - PRODUCTS

2.1 SODDING

A. Types: Sod may be of either St. Augustine or Argentine Bahia grass or as that disturbed, as established prior to construction. Use well matted sod with roots. When replacing sod in areas that are already sodded, use sod of the same type as the existing sod.

B. Provide sod as required in accordance with Florida Department of Transportation Specifications. Furnish sod equal to and similar in type as that disturbed. Place and water in accordance with FDOT Specifications.

C. Use sod in commercial-size rectangles, preferably 12-inch by 24-inch or larger, except where 6-inch strip sodding is called for.

D. Use sod that is sufficiently thick to secure a dense stand of live grass. Use sod that is live, fresh and uninjured at the time of planting, having a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. Plant sod as soon as possible after being dug, and shade and keep moist from the time it is dug until it is planted.

E. Handle sod in a manner to prevent breaking or other damage. Do not handle by dumping from trucks or other vehicles. Use care to retain the native soil on the roots of each sod roll during stripping and handling. Sod that has been damaged by handling during delivery, storage or installation will be rejected.

F. Swales: Place sod to the proper grade and cross section in all flow areas to ensure the design flow of water in the ditch. In excavating for the placement of sod, provide a minimum of 3 inches of undercut.

2.2 FERTILIZER

A. Supply chemical fertilizer in accordance with the City of North Port Administrative Code, Chapter 22 Environmental and Natural Resources, Article II – Fertilizer and Landscape Management.

2.3 EQUIPMENT

A. Spread fertilizer uniformly at the specified rate.

2.4 SEEDING

A. Seed all unpaved areas disturbed during construction that do not require sod. Complete all seeding in conformance with FDOT Specifications Sections 570 and 981. Mulch the grassed areas in accordance with FDOT Specifications. Fertilize the grassed areas in accordance with City of North Port Administrative Code.

B. Provide mulch material free of weeds. Mulch shall be oat straw or rye, Pangola, peanut, Coastal Bermuda, or Bahia grass hay.

C. All seeds must have been tested within 6 months of planting. Submit a seed bag tag with final payment requests from each type or mixture of seed used.

2.5 TOPSOIL

A. Topsoil stockpiled during excavation may be used. If additional topsoil is required to replace topsoil removed during construction, it shall be obtained off site at no additional cost to the City. Topsoil shall be fertile, natural surface soil, capable of producing all trees, plants, and grassing specified herein.

2.6 MULCH

A. Furnish small grain straw mulch. Apply mulch at a rate of 1.5 tons per acre, corresponding to a depth not less than 1-inch or more than 3-inches according to texture and moisture content of mulch material. Apply asphalt emulsion at a rate of 150 gallons per ton of straw to anchor the straw applied.

2.7 WATER

A. It is the Contractor's responsibility to supply all water to the site, as required during seeding and sodding operations and through the maintenance period and until the work is accepted. The Contractor shall make any arrangements that may be necessary to ensure there is an adequate supply of water to meet the needs for the work. Furnish all necessary hose, equipment, attachments, and accessories for the adequate irrigation of lawns and planted areas as may be required. Water shall be suitable for irrigation and free from ingredients harmful to plant life.

PART 3 – EXECUTION

3.1 SOD BED PREPARATION

A. Clear areas to be sodded and/or seeded of all rough grass, weeds, and debris, and bring soil to an even grade.

B. Thoroughly till soil to a minimum 4-inch depth.

C. Bring area to proper grade, free of sticks, stones, or other foreign matter over 1inch in diameter or dimension. The surface shall conform to finish grade, less the thickness of sod, free of water-retaining depressions, the soil friable and of uniformly firm texture.

3.2 INSPECTION

A. Verify that any related preceding work has been completed.

B. Do not start work until conditions are satisfactory.

3.3 SOD HANDLING AND INSTALLATION

A. During delivery, prior to planting, and during the planting of sod areas, protect the sod panels from excessive drying and unnecessary exposure of the roots to the sun. Stack sod during construction and planting so it is not damaged by sweating or excessive heat and moisture.

B. After completion of preparation as specified above, lay sod panels tightly together to make a solid sodded lawn area. On mounds and other slopes, the long dimension of the sod shall be laid perpendicular to the slope. Immediately following sod laying, roll the lawn areas with a lawn roller customarily used for such purposes, and then thoroughly water.

C. Place sod at all areas where sod existed prior to construction, on slopes of 3 horizontal to 1 vertical (3:1) or greater, in areas where erosion of soils will occur, and as directed by the Engineer or Owner. On areas where the sod may slide, due to height and slope, the Engineer or Owner may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals.

3.4 SOD MAINTENANCE

A. The sod shall produce a dense, well-established growth. Repair and re-sod all eroded or bare spots until project acceptance. Repair to sodding shall be accomplished as in the original work.

B. Perform sufficient watering to maintain adequate moisture for optimum development of the seeded and sodded areas, and no less than 1.5 inches of water per week for at least 2 weeks. Thereafter, apply water for a minimum of 60 days as needed until the sod takes root and starts to grow or until final acceptance, whichever is latest.

3.5 FERTILIZER RESTRICTIONS

A. Consideration shall be given to City of North Port Code of Ordinances, Chapter 22 Article II, Section 22-57, Timing of Application, Fertilizer and Landscape Management. City of North Port Resolution Number 2018-R-26 which encourages a voluntary non-use of fertilizer year-round shall also be considered.

3.6 GUARANTEE

A. Guarantee a live and vigorous stand of permanent grass at the time of acceptance of the work consisting of 80 percent minimum coverage for seeded grass areas with no bare spots greater than 5 square feet.

3.7 CLEANING

A. Remove debris and excess materials from the project site.

END OF SECTION

SECTION 321040

CHAIN LINK FENCE

PART 1 - GENERAL

1.1 SCOPE

A. This item shall consist of furnishing and erecting a chain link fence in accordance with these specifications, the details shown on the plans, and in conformity with the lines and grades shown on the plans.

1.2 GENERAL

A. WORK INCLUDED

The Contractor shall, unless otherwise specified, furnish all labor, materials, equipment, tools, and all other associated appurtenances necessary to do the work required under the contract.

B. LOCATION OF THE WORK: The location of the work is as shown on the Plans.

C. COORDINATION OF THE WORK

The Contractor shall be responsible for the satisfactory coordination of the installation of the fence with other construction and activities in the area. Delays in work resulting from lack of such harmony shall not in any way be a cause for extra compensation by any of the parties.

1.3 METHOD OF MEASUREMENT AND PAYMENT

The work shall be measured, and the compensation determined in the following manner.

A. CHAIN LINK FENCE

1. The chain link fence will be measured for payment by the linear foot. Measurement will be along the top of the fence from center to center of end posts, excluding the length occupied by gate openings. Removal and disposal of any existing fence is incidental to the new fence construction and there is no separate bid item for existing fence removal and disposal, unless otherwise indicated in the project documents.

B. GATES

1. Gates will be measured as complete units. Removal and disposal of any existing gates is incidental to the new fence and gate construction and there is no separate bid item for existing fence gate removal and disposal, unless otherwise indicated in the project documents.

1.4 REFERENCED STANDARDS (LATEST REVISION)

A. ASTM Standards

1. ASTM A121 Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
2. ASTM A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
3. ASTM A392 Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
4. ASTM A491 Standard Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
5. ASTM A824 Standard Specification for Metallic-Coated Steel Marcelled Tension Wire for Use with Chain Link Fence
6. ASTM B117 Standard Practice for Operating Salt Spray (Fog) Apparatus
7. ASTM F567 Standard Practice for Installation of Chain-Link Fence
8. ASTM F668 Standard Specification for Polyvinyl Chloride (PVC), Polyolefin and other Organic Polymer Coated Steel Chain-Link Fence Fabric
9. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
10. ASTM F1083 Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures
11. ASTM F1183 Standard Specification for Aluminum Alloy Chain Link Fence Fabric
12. ASTM F1345 Standard Specification for Zinc 5% Aluminum-Mischmetal Alloy Coated Steel Chain-Link Fence Fabric

13. ASTM G152 Standard Practice for Operating Open Flame Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials

14. ASTM G153 Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials

15. ASTM G154 Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

16. ASTM G155 Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Nonmetallic Materials

B. Federal Specifications (FED SPEC)

1. FED SPEC RR-F-191/3 Fencing, Wire and Post, Metal (Chain-Link Fence Posts, Top Rails and Braces)

2. FED SPEC RR-F-191/4 Fencing, Wire and Post, Metal (Chain-Link Fence Accessories)

1.5 SUBMITTALS

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

The Contractor submittals shall include the statement that the submittals have been reviewed and the materials meet the contract specifications and/or NPU Standard Details.

For materials that the Contractor is requesting deviations from this specification and/or NPU Standard Details, the Contractor shall submit in writing a minimum of 60 days prior to construction, documentation to justify approval of these materials by NPU.

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

PART 2 - PRODUCTS

2.1 MATERIALS

The materials used in this work shall be all new and conform to the requirements for class, kind, size and material as specified below.

A. Fabric

1. The fabric shall six foot (6') or eight foot (8') high with woven 9-gauge black polyvinyl chloride (PVC)-coated steel wire in a 1" or 2" (one or two-inch) mesh, as shown on the plans and/or project bid form, and shall meet the requirements of ASTM F668, Class 2b. The fabric shall be woven from a 9-gauge aluminum-coated steel wire in a 1" or 2" (one or two-inch) mesh and shall conform to the requirements of ASTM A491.

B. Barbed Wire

1. Barbed wire shall be 3 (three) strand 12-1/2 gauge zinc-coated wire with 4 (four) point barbs and shall conform to the requirements of ASTM A121, Class 3, Chain Link Fence Grade.

C. Posts, Rails, and Braces: Line posts, rails, and braces shall conform to the requirements of ASTM F1043 or ASTM F1083 as follows:

1. Galvanized tubular steel pipe shall conform to the requirements of Group IA, (Schedule 40) coatings conforming to Type A, or Group IC (High Strength Pipe), External coating Type B, and internal coating Type B or D.

2. The dimensions of the posts, rails, and braces shall be in accordance with Tables I through VI of Federal Specification RR-F-191/3.

D. Gates: Gate frames shall consist of polymer-coated steel pipe and shall conform to the specifications for the same material under paragraph 162-2.3. The fabric shall be of the same type material as used in the fence.

E. Wire Ties and Tension Wires: Wire ties for use in conjunction with a given type of fabric shall be of the same material and coating weight identified with the fabric type. Tension wire shall be seven (7) gauge marcelled steel wire with the same coating as the fabric type and shall conform to ASTM A824. All material shall conform to Federal Specification RR-F-191/4.

F. Miscellaneous Fittings and Hardware: Miscellaneous steel fittings and hardware for use with zinc-coated steel fabric shall be of commercial grade steel or better quality, wrought or cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Barbed wire support arms shall withstand a load of 250 pounds applied vertically to the outermost end of the arm.

G. Concrete: Concrete shall have a minimum 28-day compressive strength of 3,000 psi.

H. Marking: Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts, wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

PART 3 – EXECUTION

3.1 INSTALLATION

A. General: The fence shall be constructed in accordance with the details on the plans and as specified here using new materials. All work shall be performed in a manner satisfactory to the City. The Contractor shall establish and mark the property line or fence line for the work. The Contractor shall layout the fence line based on the plans. The Contractor shall also span the opening below the fence with barbed wire at all locations where it is not practical to conform the fence to the general contour of the ground surface because of natural or manmade features such as drainage ditches. The new fence shall be permanently tied to the terminals of existing fences as shown on the plans. The Contractor shall stake down the woven wire fence at several points between posts as shown on the plans. The Contractor shall arrange the work so that construction of the new fence will immediately follow the removal of existing fences. The length of unfenced section at any time shall not exceed 300 feet. The work shall progress in this manner and at the close of the working day the newly constructed fence shall be tied to the existing fence.

B. Clearing the Fence Line: Clearing shall consist of the removal of all stumps, brush, rocks, trees, or other obstructions that will interfere with proper construction of the fence. Stumps within the cleared area of the fence shall be grubbed or excavated. The bottom of the fence shall be placed a uniform distance above ground, as specified in the plans. When shown on the plans or as directed by the City or the Engineer, the existing fences and gates which interfere with the new fence location shall be removed by the Contractor as a part of the construction work unless such removal is listed as a separate item in the bid schedule. All holes remaining after post and stump removal shall be refilled with suitable soil, gravel, or other suitable material and compacted with tampers. The cost of clearing, removing and disposing of the material shall not constitute a separate bid item and shall be considered incidental to fence construction.

C. Installing Posts: All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.

1. The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within seven (7) days after the individual post footing is completed. Should rock be encountered at a depth less than the planned footing depth, a hole two (2) inches larger than the greatest dimension of the posts shall be drilled to a depth of twelve (12) inches. After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one-part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above. In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

2. Posts should be spaced not more than ten (10) feet apart and should be set a minimum of 36 inches in concrete footings. The post holes shall be in proper alignment so that there is a minimum of three (3) inches of concrete on all sides of the posts.

D. Installing Top Rails: The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

E. Installing Braces: Horizontal brace rails, with diagonal truss rods and turnbuckles, shall be installed at all terminal posts.

F. Installing Fabric: The wire fabric shall be firmly attached to the posts and braced as shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than one (1) inch or more than four (4) inches from the ground surface. Grading shall be performed where necessary to provide a neat appearance. At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched to span the opening below the fence. The vertical clearance between strands of barbed wire shall be six (6) inches or less.

Openings below the fence may also be spanned with barbed wire fastened to stakes.

The Engineer shall specify if tension wire is to be installed.

G. Electrical Grounds: Electrical grounds shall be constructed [where a power line passes over the fence] [at 500 feet intervals]. [The ground shall be installed directly below the point of crossing.] The ground shall be accomplished with a copper clad rod eight (8) feet long and a minimum of five-eighths (5/8) inches in diameter driven vertically until the top is six (6) inches below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a separate bid item and shall be considered incidental to fence construction.

The Engineer shall indicate the location of all electrical grounds on the plans. Grounding may not be necessary with the use of composite posts.

H. Cleaning up: The Contractor shall remove from the vicinity of the completed work all tools, buildings, equipment, etc., used during construction. All disturbed areas shall be seeded and/or sodded per NPU Standard Specification, 321030 Restoration by Seeding or Sodding.

END OF SECTION

SECTION 331020

FORCE MAINS

PART 1 - GENERAL

1.1 SCOPE

A. This specification provides the requirements for design and installation of force main systems servicing wastewater pumping stations.

1.2 GENERAL

A. The following specification is intended for use for the design, selection of materials and construction of force main projects. Design and construction shall comply with the applicable design and installation requirements as established by the Florida Department of Environmental Protection (FDEP) and the most recent edition of “Recommended Standards for Wastewater Facilities (Ten States Standards)”. The force mains shall meet the requirements of the FDEP Permit if applicable. The specifications herein state the minimum requirements of City of North Port Utilities (NPU or City).

B. GENERAL SPECIFICATIONS: Units described shall be new, unused, and of the current year’s production.

C. WORK INCLUDED: The Contractor shall, unless specified otherwise, furnish all labor, materials, equipment, tools and all other associated appurtenances, necessary to do the work required under the contract to include but not limited to unloading, hauling, and distributing all pipe, fittings, valves and appurtenances. The Contractor shall also remove any surfacing as required; excavate the trenches and pits to the required dimensions; construct and maintain all required traffic control measures; sheet, brace, and support the adjoining ground or structures where necessary; handle all drainage or ground water; provide barricades, guards, and warning lights; lay and test the pipe, valves, fittings and appurtenances; backfill and consolidate the trenches and pits; maintain all surfaces over the trench until surface restoration is completed; restore the surfaces unless otherwise stipulated; remove surplus excavated material; and clean the site of the work. The Contractor shall also furnish all labor, materials, equipment, tools and all other associated appurtenances required to rearrange sewers, conduits, ducts, pipes, or other structures encountered in the installation of the work.

D. LOCATION OF THE WORK: The location of the work is as shown in the Contract Documents.

E. COORDINATION OF THE WORK: The Contractor shall be responsible for the satisfactory coordination of the construction of the force mains with other construction and activities in the area. Delays in work resulting from lack of such harmony shall not in any way be a cause for extra compensation by any of the parties.

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

1.3 METHOD OF MEASUREMENT AND PAYMENT

The work shall be measured, and the compensation determined in the following manner.

A. FORCE MAINS: Direct bury and directional bore force main pipe shall be paid for at the contract bid price per lineal foot for each size and type of material specified, which shall include the cost of furnishing all pipe, pipe bend sections, jointing material, restraints, stainless steel stiffeners, bedding material and all other appurtenances and of delivering, handling, laying, dewatering, trenching, sheeting and backfilling, pigging, furnishing and installing flowable fill used for tunneling/deflecting pipe under and adjacent to existing storm piping/structures (unless separate bid item is provided). Bid price shall also include testing, restoring the surface (unless separate bid item is provided), necessary permits, and all material or work necessary to install the pipe complete in place at the depth specified on the plans and/or as directed by the City and Engineer.

The length of pipe for direct bury installation for which payment is made shall be the actual overall length measured along the axis of the pipe without regard to tee sections or bend sections. All lengths shall be measured in a horizontal plane unless the grade of the pipe is more than fifteen percent (15%). No payment consideration will be given to depth zones for the installation of the force mains.

The length of pipe for directional bore force mains pipe shall be measured by measuring the length pipe before installation and subtracting the lengths of the pipe cut from the ends of pipe when the bore pipe is connected to the pipe on either end. The difference is the length of the pipe in the ground.

B. DUCTILE IRON FITTINGS: Ductile iron fittings are incidental to pipe

installation and there shall be no separate pay item. All other items including and not limited to bolts, gaskets, jointing materials, labor, and testing shall also be considered incidental to the project, with no separate pay item.

C. TIE BACK ASSEMBLY: The tie back assembly, if required, for connection to existing facilities which are not properly restrained, shall be incidental to the pipe installation and there shall be no separate pay item. All ancillary work and materials are incidental to the pipe installation and there is no separate pay item, which includes furnishing tie back assembly device, stainless steel threaded rods, fittings, concrete blocking, restraints and any other appurtenances and of delivering, handling, excavation, sheeting, backfilling, dewatering, restoring of the surface and all material or work necessary to install the unit complete in place at the depth specified on the plans.

D. IDENTIFICATION/MARKER TAPE: Marker tape and associated appurtenances to install shall be incidental to the force main construction.

E. TESTING: All required testing shall be considered incidental to the project and therefore no direct compensation will be made.

F. MISCELLANEOUS: All other items required for the completion of the project and not included as a specific bid item shall be considered incidental to the project and no additional compensation will be made.

1.4 REFERENCED STANDARDS (LATEST REVISION)

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

ASTM: A-139, D-1785, D-1869, D-1120, D-2241, D-3350, D-1248-68, D-1598, D-1599

FDEP: Wastewater Collection/Transmission System Requirements

AASHTO Code

Florida Administrative Code (FAC)

Ten States Recommended Standards for Wastewater

1.5 SUBMITTALS

The Contractor shall submit in writing documentation to justify approval

of these materials by the City prior to the start of the project.

The Contractor's submittals shall include the statement that the submittals have been reviewed and the materials meet the contract specifications and/or standard details.

The Contractor shall provide proof of supplier certification/training for butt-fusing pipe for any employee fusing pipe.

Final approval is at the discretion of the City and Engineer.

PART 2 - PRODUCTS

2.1 MATERIALS

Pipe used for force main systems shall be either PVC, HDPE or DI pipe. Pre-stressed concrete cylinder pipe is not allowed. The materials used in this work shall be all new and conform to the requirements for class, kind, size and material as specified below.

All pipe furnished for force main installations shall be of the type, kind, size, and class indicated for each particular line segment as shown on the engineering drawings and/or designated in the Contract Items.

A. POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTING:

1. PVC Pipe: PVC pipe for force mains shall conform to the requirements of AWWA C-900 four inch (4") through eighteen inch (18"), shall have a minimum working pressure of 100 psi and a dimension ratio (DR) of 25 for all open cut and direct bury installations with a minimum of thirty-six inches (36") of cover. For shallower depth, the type of pipe and installation shall require prior City approval. The manufacturer shall insure all quality control test and AWWA requirements are complied with during the production of PVC pipe. Approved PVC Pipe (FM):

   a. Certainteed/North American Pipe Company
   b. J-M Manufacturing
   c. Diamond
   d. National Pipe & Plastics

2. C-900 pipes shall have an integral bell formed with a race designed to accept the gasket in accordance with their respective AWWA requirements. The spigot end shall have a bevel and a stop mark on the outside diameter to indicate proper insertion depth. Provisions shall be made for expansion and contraction at each joint. All surfaces of the

joint where the gasket may bear shall be smooth, free of cracks, fractures, or imperfections that could adversely affect the performance of the joint.

3. Pipe Color: All C-900 force main pipes shall be green in color with a PVC ASTM D-1120 and ASTM D-2241 reference, the class pressure rating, and the DR number permanently and plainly marked on the pipe.

4. Joints: All PVC pipe shall have integral bell push on type joints conforming to ASTM D3139.

5. Fittings: All ductile iron fittings shall be in accordance with AWWA Specification C-153 and as a minimum have the same pressure rating of the connecting pipe. All ductile iron fittings shall be either:

   a. Fusion bonded epoxy coated as per AWWA Specification C-116 or
   b. Ceramic epoxy coated as per ASTM Specifications F-4176-95A, G-95, B-117, D-1308 and E-96

   All exposed fasteners such as bolts, nuts, washers, and threaded rod shall be Type 316 stainless steel and all buried fasteners such as bolts, nuts, fasteners, washers, and threaded rod shall be “Cor-Ten” steel or Cor-blue coated. Mechanical joint bolts shall not protrude more than one-half inch (½”) through the nut after joints are assembled.

6. Fastener Threads: All stainless-steel fastener threads shall be coated with an anti-seize compound as approved by the City.

B. HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

1. HDPE pipe and fittings shall be a PE3408 high density, extra-high molecular weight polyethylene manufactured from first-quality high density polyethylene resin containing no additives, fillers, or extenders. The HDPE pipe shall have an ASTM D3350 cell classification of PE 345434C, and shall meet or exceed the properties listed in Table 02618-1 of this specification. The HDPE pipe shall meet the requirements of AWWA C906 and shall match ductile iron OD pipe sizing. The HDPE pipe and fittings shall be SDR-11 Phillips Driscopipe Series 1000, Chevron Plexco, or approved equal, or unless the Engineer or City indicate otherwise on the plans. The HDPE pipe shall bear the approval seal of the National Sanitation Foundation (NSF). All polyethylene piping shall have ductile iron pipe nominal outside diameters.

   Individual sections of HDPE piping shall be joined together by thermal butt-fusion to make a continuous section of pipe as recommended by the pipe manufacturer. Bends in HDPE pipe shall not be within ten (10) pipe

diameters from any fitting or valve. The minimum radius of curvature shall be thirty (30) pipe diameters and bending shall not cause kinking. HDPE piping shall not be joined by solvent cements, adhesive or threaded type connections. The fused joints shall have equal or greater tensile and hydrostatic strength than the pipe.

The color marking stripes shall be aligned during the fusing process and the pipe shall be pulled through the bore to allow identification of the type of system utilizing the HDPE pipe.

The pipe shall include the following characteristics:

Property	Specification	Unit	Nominal Value
Material Designation	PPI/ASTM		PE3408
Material Classification	ASTM D-1248		III C 5 P34
Cell Classification	ASTM D-3350		345434C
Density	ASTM D-1505	gm/cm^3	0.955
Melt Index	ASTM D-1238	gm/10 min.	0.11
Flex Modulus	ASTM D-790	psi	135,000
Tensile Strength	ASTM D-638	psi	3,200
HDB @73NF	ASTM D-2837	psi	1,600
U-V Stabilizer	ASTM D-1603	%C (Carbon Black)	2.5
Hardness	ASTM D-2240	Shore “D”	65
Compressive Strength (yield)	ASTM D-695	psi	1,600
Tensile Strength @ Yield (Type VI Spec.)	ASTM D-638 (2”/min)	psi	3,200
Elongation @ Yield	ASTM D-638	%, minimum,	8
Tensile Strength @ Break (Type VI Spec.)	ASTM D-638	psi	5,000
Elongation @ Break	ASTM D-638	%, minimum	750
Modulus of Elasticity	ASTM D-638	psi	130,000
Linear Thermal Expansion Coefficient	ASTM D-696	in/in/NF	$1.2X10^{-4}$
Brittleness Temperature	ASTM D-746	NF	<-180
Vicat Softening Temperature	ASTM	NF	257

2. All fittings and sleeves used with high density polyethylene (HDPE) pipe shall be fusion bonded epoxy coated ductile iron with mechanical joints rated to 350 psi and conforming to AWWA C-153 and C-111. All MJ

fitting connections to polyethylene pipe shall be restrained with Mega-Lug restrainers. The HDPE pipe shall be reinforced on the ends using stainless steel wedge internal stiffeners.

The mechanical connection to MJ fittings and sleeves shall use mechanical restraints that meet specification requirements. Size-on-size mechanical connection to PVC or DI pipe shall be by compact ductile iron solid sleeves with Mega-Lug restrainers. No electro fusion fittings shall be used with HDPE unless specific written approval is provided by the City and Engineer.

HDPE molded butt fittings and couplings for non-standard fittings and couplings shall require special approval from the City for installation.

C. DUCTILE IRON PIPE AND FITTINGS

1. The ductile iron pipe covered by this specification shall be the push-on joint type or mechanical joint type, centrifugally cast to conform to all requirements of AWWA Specifications C-151 and C-153, latest revisions for pipe diameters four inch (4") and larger.

   The maximum allowable deflection of the pipe shall not exceed two percent (2%) of the pipe diameter. Extra protection shall be provided for underground DI pipe and fittings within areas of severe corrosive conditions. The soil-test evaluation to determine the necessity for extra protection in suspect areas shall be as set forth in ANSI Standard A21.5. Additionally, where other existing utilities are for a distance of 20 feet to each side; and, when the installed parallel to and within 10 feet (10') of same, protection shall also be provided. Ductile iron pipe will be fully encased in an eight (8) mil polyethylene sleeve, in accordance with AWWA C-105, Method A. The pipe and the polyethylene sleeve shall be color coded green by a means acceptable to the City. Approved Ductile Iron Pipe:

   a. American
   b. McWane
   c. U.S. Pipe and Foundry
   d. Griffin

2. All piping and fittings shall be either:
   a. Fusion bonded epoxy coated as per AWWA Specification latest revision or
   b. Ceramic epoxy coated as per ASTM Specifications F-4176-95A, G-95, B-117, D-1308 and E-96.

3. Polyethylene material shall conform to ASTM Standard Specification

D1248-68, latest revision. All ductile iron piping shall be marked "DUCTILE IRON" in large letters. The nominal wall thickness shall be plainly marked on each piece of pipe and the pipe installed so that the markings can be read from the top of the trench.

Minimum thickness of ductile iron pipe shall be as follows:

3” Ductile Iron Pipe	0.25”	Class 51
4” Ductile Iron Pipe	0.26”	Class 51
6” Ductile Iron Pipe	0.25”	Class 50
8” Ductile Iron Pipe	0.27”	Class 50
10” Ductile Iron Pipe	0.29”	Class 50
12” Ductile Iron Pipe	0.31”	Class 50
14” Ductile Iron Pipe	0.33”	Class 50
16” Ductile Iron Pipe	0.34”	Class 50
18” Ductile Iron Pipe	0.35”	Class 50
20” Ductile Iron Pipe	0.36”	Class 50
24” Ductile Iron Pipe	0.38”	Class 50
30” Ductile Iron Pipe	0.39”	Class 50
36” Ductile Iron Pipe	0.43”	Class 50
42” Ductile Iron Pipe	0.47”	Class 50
48” Ductile Iron Pipe	0.51”	Class 50
54” Ductile Iron Pipe	0.57”	Class 50

4. Rubber gasket joints shall be in accordance with AWWA Specification C-111 latest revision.

5. All fittings shall be in accordance with AWWA Specification C-153 latest revision and have the same pressure rating of the connecting pipe. All exposed fasteners such as bolts, nuts, washers, and threaded rod shall be Type 316 stainless steel. All buried fasteners such as bolts, nuts, washers, and threaded rod shall be “Cor-Ten” steel or Cor-blue coated steel. Mechanical joint bolts shall not protrude more than one-half inch (½”) through the nut after joints are assembled.

6. All stainless-steel fasteners threads shall be coated with an anti-seize compound as approved by the City.

D. PIPE AND FITTINGS UNLOADING AT SITE

The Contractor shall inspect each shipment of pipe and fittings and make provisions for a timely replacement of any damaged material. The Contractor shall unload by hand or use canvas slings to avoid scratching the pipe. The Contractor shall not sling or drag pipe over an abrasive surface. Pipe or fittings damaged during handling shall be removed from

the site and replaced with new pipe and/or fittings. The Contractor shall follow the manufacturer's storage specification and store pipe and fittings in such a manner that prevents damage due to crushing, piercing, excessive heat, harmful chemicals, and exposure to sunlight.

E. IDENTIFICATION TAPE AND ELECTRONIC MARKER BALLS

1. Force main identification tape shall be installed one foot (1') below final grade over the centerline of the pipe. The tape one foot (1') below final grade shall be the detectable type and shall be laid continuously without gaps between ends over all installed pipe. The tape shall have the words "Caution: Buried Sewer Line Below" printed continuously along its length. The tape shall be the detectable type.

2. 3M electronic marker balls shall be installed twenty-four (24) inches below final grade, above pipe, at all bends or changes in alignment and every two hundred and fifty feet (250') along the pipe between bends.

PART 3 – EXECUTION

3.1 CONSTRUCTION REQUIREMENTS/INSTALLATION

Direct Bury, Directional Bore, and Jack and Bore: All direct bury, directional bore, and jack and bore force main pipe shall be installed at a minimum depth of thirty-six inches (36") or as approved by the City. If additional fittings are required where not shown on the engineering drawings to maintain alignment around curves, the Contractor shall provide the required number fittings. These fittings are incidental to construction and there is no separate pay item.

Piping, fittings, valves and appurtenances shall be installed in accordance with these Standards, including the NPU Standard Details, plans, all applicable AWWA standards, and with the manufacturer's recommendations for the applicable service.

All types of pipe shall be handled in such a manner as will prevent damage to the pipe or coating. Accidental damage to the pipe or coating shall be removed from the job site and replaced at no additional cost to the City. When not being handled, the pipe shall be supported on timber cradles or on properly prepared ground, graded to eliminate all rock points and to provide uniform support along the full length. When being transported, the pipe shall be supported at all times in a manner which will not permit distortion or damage to the lining or coating. Any unit of pipe that, in the opinion of the City, is damaged by the Contractor shall be removed from the site of the work and replaced with another unit. Joint gaskets shall be stored in a clean, dark, dry location until immediately before use.

Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations and any pipe or fitting that has been installed with dirt or foreign material in it shall be removed, cleaned and re-laid. At all times when the pipe laying is in progress, the open ends of the pipe shall be closed by a water-tight plug or by other means approved by the City to ensure absolute cleanliness inside the pipe. The Contractor shall pig the force main prior to final acceptance by the City and the cost is incidental to the force main installation/construction cost. There will be no separate pay item for pigging unless otherwise approved by the City.

NOTE: If the new construction is tying into existing utilities, the Contractor shall verify the existing utilities, such as fittings and valves, are restrained prior to the start of installation of the valve or piping. If not properly restrained, the Contractor shall notify the City in writing and shall restrain the existing utility as approved by the City.

A. DIRECT BURY OF MATERIAL

1. Open cut PVC force main piping shall be installed with a minimum of thirty-six inches (36”) of cover. For shallower depth, the type of pipe and installation shall require prior City approval.

2. Proper implements, tools, and facilities satisfactory to the City shall be provided and used by the Contractor for the safe and convenient execution of the work and the testing. All pipe, fittings, and valves shall be carefully lowered into the trench in such a manner as to prevent damage to force main materials and protective coatings and linings. The force main materials shall not be dropped or dumped into the trench. The pipe shall be laid with the manufacturers lettering designating the type and size of pipe visible from the top of the open trench. Wherever it is necessary to deflect pipe from a straight line in either the vertical or horizontal plane to avoid obstructions or where long-radius curves are permitted, the amount of pipe or joint deflection shall not exceed fifty percent (50%) of the manufacturer's recommended limit. Pipelines intended to be straight shall not deviate from the straight line at any point in excess of one inch (1”).

3. Open cuts of roads for trenching and direct bury of force mains shall not exceed eight feet (8’) in width. All effort shall be made to minimize the width of the trench and the amount of restoration.

4. All existing materials removed to facilitate the tunneling or deflecting of direct bury piping under or adjacent to existing storm piping and/or structures shall be replaced by flowable fill. Prior to placing flowable fill, the area between the direct bury piping and existing piping or structure

shall be hollowed out to a defined cavity along the length of the direct bury piping. The Contractor is responsible for filling the entire cavity with flowable fill and replacing the flowable fill as necessary throughout the contract and warranty period should erosion occur.

5. PVC pipe may be laid in the trench in single sections or preassembled multiple sections including no more than one full stick of pipe, one partial stick of pipe, and intervening required fittings and/or valves. Preassembled sections of pipe shall be carefully fed by hand or with the use of approved equipment on the pipe bed. The Contractor shall provide pockets in the pipe bed material to eliminate any concentration of loads on the bell ends or joints. The ends of mechanical joint pipe and fittings and rubber gasket joint pipe and fittings shall be clean of all dirt, grease, and foreign matter prior to installing fittings or joining of pipe sections. A joint lubricant shall be applied to all gaskets prior to joining two pipe sections together. No lubricant shall be used that harbor bacteria or damage the gaskets.

6. Cutting pipe for inserting valves, fittings, or closure pieces shall be in a neat and skilled manner without damaging the pipe or lining and to leave a smooth end at right angles to the axes of the cut pipe. The cut end of mechanical joint pipe shall be dressed to remove sharp edges or projections which may damage the rubber gasket. For push-on joints, the Contractor shall dress the pipe cut ends by beveling as recommended by the manufacturer.

B. DIRECTIONAL BORE OF MATERIAL

1. Proper implements, tools, and facilities shall be provided and used by the Contractor for the safe and convenient execution of the work. The Contractor shall meet the jointing and cutting pipe direct bury force main piping requirements as they apply to the directional bore. A log of the bore depths shall be based on one-foot intervals staking from the entry and exit locations and intermediate centerline. The vertical and horizontal location readings shall be plotted on a one inch (1") equals twenty feet (20') natural scale drawing which shall be provided to the City within 48 hours of completion of the bore.

   No electro fusion fittings shall be used with HDPE unless specific written approval is provided by the City.

2. For force mains, the HDPE pipe shall have the same size or larger inside diameter as the connecting mains unless otherwise noted on the plans; or approved by the City and Engineer.

3. The depth of all directional bores for FDOT roads shall be in accordance with the FDOT permit requirements.

4. The slurry may be recycled for reuse in additional hole opening operations if approved by the City and Engineer or it shall be removed and disposed of at an approved dump site. No fluids shall be allowed to enter any unapproved areas or natural waterways.

5. For directional bores under any surface water (subaqueous) the drilling Contractor must submit a 'frac-out' response plan for review and approval prior to starting the directional bore. During execution of all subaqueous directional bores, the drilling Contractor must have at the site the necessary material, equipment, and manpower to properly respond to a 'frac-out' in accordance with the 'frac-out' response plan. Refer also to Specification 332010 - Directional Drilling.

C. FITTINGS

Pipe, valves, fittings or other items shall be inspected prior to installation, and any items showing a fracture or other defect shall be rejected. Additionally, any pipe or fitting which has received a severe blow that may have caused an incipient fracture, even though not visible, shall also be rejected. When tightening bolts, the Contractor shall bring the gland up toward the flange evenly while maintaining approximately the same distance between the gland and the face of the flange at all points around the socket. Tighten all nuts progressively a little at a time. DO NOT over stress bolts to compensate for poor alignment. If effective sealing is not attained at the maximum torque, disassemble the joint and reassemble again after cleaning. Fittings shall be installed in accordance with the manufacturer's printed instructions.

D. RESTRAINTS

Piping shall be restrained in accordance with the NPU Standard Details restraint table. The table is based on a safety factor of 2.0 and takes into account variables such as type of soil, type and depth of the trench, and depth and type of pipe. In addition, the restraints may be supplemented with thrust blocks if approved by the City. The City requires prior approval prior to the use of any thrust blocks. The Engineer shall provide the dimensions of the thrust blocks to the City for use in the approval prior to construction.

E. STORM SEWER CONFLICTS

Force mains that must be installed with less than twelve inches (12") of clearance under storm sewer pipes or structures due to existing physical limitations that prohibit deflection or directional drilling, require construction of a bridging structure that is acceptable to the City to support the storm sewer prior to installation of the force main. The force

main pipe section under the storm sewer pipe or structure shall be replaced with a single 20 LF stick C-900 DR-14 pipe centered under the storm sewer pipe or structure. The Contractor shall submit details of the proposed bridging structure and force main pipe installation to the City and Engineer for review and approval prior to the start of construction at the conflict location.

F. WATER MAIN CROSSING

All force mains shall cross water mains at ninety (90) degrees and with a minimum angle of forty-five (45) degrees.

3.2 TESTING MAINS AND TAPPING SLEEVES

The Contractor shall perform hydrostatic testing of all wastewater force mains, as set forth in the following, and shall conduct said tests in the presence of representatives from the City and/or Engineer, with two (2) days advance notice provided.

All pressure tests shall be in accordance with AWWA C-600, latest revision. A pressure test shall be required for all installations of force mains and all appurtenances. Pressure testing shall not exceed 1,500 linear feet unless otherwise approved by the City and Engineer.

A. PRESSURE TEST

1. PIPE

Hydrostatic testing shall be performed at 150 percent of the maximum operating pressure of the tested system, or connected sewage pump shut-off pressure, or 100 psi for 18-inch diameter pipe and less, or 50 psi for 20 inch diameter pipe and larger, whichever value is greater. The testing procedure shall continue for an uninterrupted period of not less than two (2) hours. Testing shall be in accordance with the applicable provisions as set forth in Section 4 of AWWA Standard C-600. The allowable rate of leakage for DI piping shall be less than the number of gallons per hour determined by the following formula:

$$\text{Allowable Leakage, } L = \frac{SD(P^{1/2})}{133{,}200}$$

Where: L = allowable leakage in gallons per hour
S = length of pipe tested in feet
D= nominal diameter of the pipe in inches
P= average test pressure during the leakage test in pounds per square inch, gauge

Calibrated test equipment shall be on site to verify the loss of water during the testing period. The allowable leakage for PVC and HDPE piping shall be 90 percent of the value calculated above.

Should the test fail, the Contractor shall accomplish necessary repairs and the test repeated until within the established limits. The Contractor shall furnish the necessary labor, water, pumps, gauges and all other items required to conduct the required force main testing and shall perform the necessary system repairs required to comply with the specified hydrostatic test.

2. TAPPING SLEEVES

All force main tapping sleeves shall be hydrostatically pressure tested in accordance with the latest revision of AWWA C-600. The test shall be conducted at 150 psi for a period of two (2) hours. No loss of pressure is allowed.

3. PROCEDURES

Each section of pipe between valves, between the tapping sleeve and the pipe, and/or the valve and the tapping sleeve shall be slowly filled with water from a safe source, and the specified test pressure shall be applied by means of a water pump in a manner satisfactory to the City. In the case of testing a pipe where valves do not exist, the Contractor shall plug the end of the line as approved by the City. The pump, pipe, and/or tapping sleeve connections, gauge, and all necessary apparatus shall be furnished by the Contractor and shall be approved by the City and/or Engineer prior to conducting any test. All necessary pipe taps for testing shall be made by the Contractor as approved by the City. The City may request testing of isolated portions between valves within the test section if a portion of that main has critical components such as multiple fittings at an extreme deflection. The Contractor shall be responsible to remove any pipe taps installed for this purpose upon completion of the test as approved by the City.

Pressure testing shall be measured from sample points and/or blow-off assemblies for force main pressure tests. The City shall witness all tapping sleeves and force main pressure tests.

END OF SECTION

SECTION 336020

STANDARD LIFT STATIONS

PART 1 - GENERAL

1.1 SCOPE

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

1.2 GENERAL

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

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

B. GENERAL SPECIFICATIONS: Units described shall be new, unused, and of the current year's production.

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

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

D. LOCATION OF THE WORK: The location of the work is as shown in the Contract Documents. The accessibility to the work sites shall vary, as the lift station may be located in landscape areas, utility easements, residential and/or commercial backyards, and various other locations. Damage to existing pavement surfaces, base courses and/or other surface improvements as a result of the Contractor's activities shall be restored to like-new condition by the Contractor as provided for in the contract bid documents. The Contractor shall implement all required measures to provide NPU personnel and equipment with complete access to all work site areas during the entire course of performing this project.

E. COORDINATION OF THE WORK: The Contractor shall be responsible for the satisfactory coordination of the construction of the force mains with other construction and activities in the area. Delays in work resulting from lack of such harmony shall not in any way be a cause for extra compensation by any of the parties.

F. RESPONSIBILITIES

1. Notice to Residents: The Contractor shall coordinate with NPU and the Contractor shall be responsible for notifying affected residents by the means of door hangers, mailings and/or all other appropriate means to alert residents at various times of the different phases of the construction of the standard lift station. The notifications shall indicate the various work activities that the Contractor will be performing on their street and what they can expect as far as service outages, disruption of traffic, access inconvenience, unusual odors and other activities affecting residents.
2. Licenses and Permits: The Contractor shall be responsible for obtaining all licenses, permits, authorizations, approvals, access agreements, consent from utilities/persons/organizations upon whose property is impacted, written releases of responsibility and all other required documents.
3. Work Access: The access to the site is shown on the contract documents. Additional accessibility to the site, as deemed necessary by the Contractor beyond what is shown on the construction plans, shall be the responsibility of the Contractor, and all expenses associated with work site additional accessibility shall be taken into consideration as part

of the Contractor's bid unit prices. Written releases from the property owner impacted by additional accessibility obtained by the Contractor shall be provided to NPU.

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

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

1.3 METHOD OF MEASUREMENT AND PAYMENT

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

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

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

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

D. MAIN POWER AND ELECTRICAL SERVICES: Main power electrical services including wiring and conduit from the service point in the Florida Power and Light (FPL) installed hand hole to the FPL meter can, wiring and conduit from the FPL meter can to the standard lift station control panel, the main power disconnect in the panel, and all other associated

appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.

E. PIPING AND VALVES: Piping and valves, located within the fenced in area limits of the standard lift station site, including fittings, flexible couplings, flange adaptors, flange connectors, gauges, pipe supports, brackets, vents, and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.

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

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

G. WATER SERVICE: The water service including tap, piping, meter box assembly, backflow prevention device, spigot, hardware, fittings, brackets, supports and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.

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

I. CULVERTS: The culvert pipe, end sections, base material and all other associated appurtenances if applicable and required to complete the project in accordance with the contract documents shall be measured and paid for on a per linear foot basis per each size specified.

J. FENCE AND GATES: The fence and gates including posts, pipes, fabric, bars and straps, fasteners, gate latches, coating, pig ring ties, hardware and accessories, concrete footings and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.

K. FLOOD LIGHT: A weather-proof 300 W LED flood light, suitable for mounting to TCU antenna tower or other structure as provided on the engineering drawings including posts, conduits, wiring, panel switch, hardware and accessories, concrete footings and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.

L. TELEMETRY CONTROL UNIT (TCU) – The Telemetry Control Unit including concrete base, tower, enclosure, galvanized steel piping, tie wraps, antenna, coaxial cables, conduits, ground rod, default screen or indicating LED, site signal survey and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.

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

A sound attenuated; compressor-assisted horizontal sewage pump driven by a water-cooled diesel engine. The pump shall be fully automatic, self-priming from dry conditions and capable of handling large volumes of air, water, and solids. The pump shall be manufactured by Thompson Pump & Manufacturing Company. The stationary by-pass pump includes diesel engine, pump, priming system, mounting frame, sound enclosure, pump control panel, solar battery charger, inside work lights and all items in the separate specification number 336022.

N. VFD (OPTIONAL) – VFD is optional equipment for each standard lift station and if required in the contract documents shall be measured and paid for as separate bid items as provided in the bid proposal. The VFD including the wiring, separate panel, control logic, controller, input circuit breaker, harmonic suppression equipment, contactors, reactors, controls, conduits, connectors and all other associated appurtenances required to complete the project in accordance with the contract documents shall be measured and paid for on a lump sum basis.

O. ODOR CONTROL SYSTEM (OPTIONAL) –Odor control is optional equipment for each standard lift station and if required in the contract

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

P. MISCELLANEOUS

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

1.4 REFERENCED STANDARDS (LATEST REVISION)

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

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

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

ASME: PTC 8.2

FDEP: Wastewater Collection/Transmission System Requirements

AASHTO Code

Florida Administrative Code (FAC)

Ten States Recommended Standards for Wastewater

National Electrical Code (NEC)

NEMA

Underwriters Laboratories (UL)

Federal Communication Commission (FCC)

Institute of Electrical and Electronics Engineers (IEEE)

Internal Corrosion Direct Assessment (ICDA)

National Fire Protection Association (NFPA)

National Bureau of Standards (NBS)

Air Movement and Control Association (AMCA)

1.5 SUBMITTALS

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

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

A. SHOP DRAWINGS

1. STRUCTURE(S): The Contractor shall provide shop drawings for the structure(s) certified by the manufacturer. The submittals shall include the specifics being proposed for the outside coatings, inside coatings of the wet well, top concrete elevations and reinforcement, access hatch, structural loading, buoyance provisions, outside seam wrap, sealant between structure sections, invert and clocking of piping, size and location of openings, water proof gaskets and any other appurtenances applicable to the structure(s).

2. SUBMERSIBLE SEWAGE PUMPS: The Contractor shall provide shop drawings for the submersible sewage pumps certified by the manufacturer. The submittals shall include at a minimum: pump characteristic curves showing capacity in GPM, NPSH, TDH, efficiency, pumping horsepower from 0 to 110 percent of design capacity, impeller type, discharge diameter, passible sphere size, design drawings, a written description of the interchangeability of rails and discharge between the supplied submersible sewage pump, and any other appurtenances applicable to the submersible sewage pumps. The shop drawings shall include certification data in the form of testing results indicating that all state, federal, and engineering standards are met. If requested by NPU, the Contractor shall provide certified factory pump performance test data in the form of Section 6 of ASME PTC 8.2.

3. CONTROL PANEL: The Contractor shall provide shop drawings for the control panel. The shop drawings shall include schematics, manufacturer brochures, and test results for pump settings, all panel components, all other electrical components and appurtenances

applicable to the control panel. The shop drawings shall include certification data in the form of testing results indicating that all NEMA, UL, state, federal, and engineering standards are met.

4. STATIONARY BY-PASS PUMPS: Refer to the separate Stationary By-pass Pump Specification 336022.

5. TELEMETRY CONTROL UNIT (TCU): The Contractor shall provide shop drawings for the TCU. The shop drawings shall include schematics, manufacturer brochures, and test results for pump settings, flood light, antenna, tower, all other TCU components and appurtenances applicable to the TCU. The shop drawings shall include certification data in the form of testing results indicating that the contract requirements and all NEMA, UL, state, federal, and engineering standards are met.

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

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

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

Table A

Air Flow Rate, cfm	TBD

Estimated Inlet H2S Concentration, ppm	TBD

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

1) Letters of Certification of Compliance of materials, equipment, etc.
2) Final certified drawings showing outline dimensions, foundation layout or mounting information, and other pertinent dimensions.
3) Field assembly drawings and/or diagrams.
4) Schematic and wiring diagrams of power, control, and piping systems with all devices, waterproof connectors (DRYCONN waterproof connectors, or approved equal), and wires uniquely numbered and clearly indicating between factory and field wiring. All field wiring shall be included for each diagram to describe all modes of operation of the system indicated. Where the integrated system requires interlocking and control and other components in normal operation, these components shall be included in the description of operation.
5) Drawings of system showing assemblies, arrangements, piping, electrical, mounting details, equipment outline dimensions, fitting size and location, motor data, operating weights of all equipment and sufficient information to allow NPU to check clearances, connections, and conformance with the specifications.
6) Renewal parts list with diagrammatic or cross-section drawing showing part identification. Material analysis or trades designation for each significant part shall be noted on parts lists or on a separate sheet.
7) Materials of construction of all equipment.
8) Control panel drawings shall indicate all equipment installed inside and outside of the panel including the location of all alarms (for biofilter); lamps; complete instrumentation; and control, logic and power wiring diagrams.
9) Electrical equipment rating and data sheets for all devices.
10) Design calculations certified by a Registered Professional Engineer with demonstrated experience in the design of these systems.
11) Pump data and performance curves showing flow, pressure, and horsepower (for biofilter).
12) Specifications, performance data, and calibration curves for exhaust fan and auxiliary components

b. Biofilter:
Any manufacturer whose main business is Fiberglass Reinforced Plastic (FRP) manufacturing shall not be accepted as a supplier of the complete system.

c. Activated Carbon Adsorber:
Any manufacturer whose main business is high density polyethylene (HDPE) manufacturing shall not be accepted as a

supplier of the complete system.

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

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

PART 2 - PRODUCTS

2.1 GENERAL

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

2.2 EQUIPMENT

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

A. SUBMERSIBLE SEWAGE PUMPS:

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

motor units shall be from the same manufacturer to achieve standardization of operation, maintenance, spare parts, manufacturer's service, and warranty.

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

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

B. CONTROL PANEL

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

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

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

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

w. A trouble light including switches shall be mounted in the control panel.

x. Surge protector equipment in accordance with UL 1449 Standards shall be installed on the load side of the control panel main circuit breaker for protection of all AC electrical equipment in the panel and the motors from the effects of lightning induced currents, substation switching transients, and internally generated transients.

y. All other components and appurtenances shall be as specified on the engineering drawings and in the NPU standard details.

2. APPROVED PRODUCTS

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

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

C. WET WELL LIQUID LEVEL TRANSMITTER

1. GENERAL:

a. The wet well liquid level transmitter shall be a continuous level measurement, radar transmitter.

1. APPROVED PRODUCTS:

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

The following transmitter and controller are approved:

- Vega VEGAPULS C 21
- Vega VEGAMET 861

D. TELEMETRY CONTROL UNIT (TCU)

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

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

   The following TCU manufacturer is approved:

   - Data Flow Systems, Inc.

E. STATIONARY BY-PASS PUMP
See separate City of North Port Specification number 336022.

F. VFD – OPTIONAL ITEM

1. GENERAL
   a. A dedicated VFD for each submersible sewage pump and connecting wiring shall be supplied by the submersible sewage pump manufacturer for all pumps 20 hp and higher. The VFDs shall be installed inside the Control Panel box, if required. Supplementary cooling in the form of an air conditioning unit shall be used, if required by NPU.
   b. The VFD shall consist of a variable frequency controller, input circuit breaker, harmonic suppression equipment, output isolation contactor, input and output line reactors, and controls. All of the components shall be a complete unit, factory wired, and tested as a complete system. Each VFD shall operate as a stand-alone unit with no interaction with the other VFD.

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

G. ODOR CONTROL – OPTIONAL

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

INLET	OUTLET
1-10 ppm H_2S	0.1 ppm H_2S
Greater than 10 ppm H_2S	1.0% of inlet (99.0% removal)

2. BIOFILTER

   a. The biofilter odor control unit shall be a two-stage, biological absorption/adsorption system that shall include but not be limited to a fiberglass reinforced plastic (FRP) vessel, nozzles, two independent stages of inorganic treatment media (biological and built-in carbon polishing), moisture controls, nutrient supply system, VFD controlled air supply fan, ductwork, dampers, and all necessary

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

1) The air enters the vessel through the humidification section. After humidification, the first treatment stage contains media specifically designed to support biological growth for degradation of odor compounds. This stage absorbs odors from the air stream. The second polishing stage contains media specifically designed to adsorb odor compounds and to support biological degradation of those compounds. This stage provides final removal of odors to the specified level. Overall media depth shall be a minimum of 48 inches.
2) The first stage of media shall be wetted with fresh potable or re-use make-up water.

b. The system shall include all piping, valves, control panel and internals pre-mounted and piped on the unitary constructed system. The material of construction of internals shall be as follows:

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

c. The multi-stage packaged FRP unit shall be of unitary construction. The system shall be shipped as a single piece.

d. Design and Performance Criteria:

1) Criteria: The biofilter odor control unit shall be capable of removing foul air at a rate no lower than the rate shown on the following table.

INLET	OUTLET
1-10 ppm H_2S	0.1 ppm H_2S
Greater than 10 ppm H_2S	1.0% of inlet

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

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

e. Miscellaneous Material of Construction

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

f. Fabrication:

1) Fabrication shall be in accordance with NBS PS 15-69, ASTM D 3299, and ASTM D4097. All non-molded surfaces shall be resin incorporating paraffin coated to facilitate a full cure of the surface. All cut edges, bolt holes, and secondary bonds shall be sealed with a resin coat prior to the final resin paraffin resin coat. All voids shall be filled with a resin paste.
2) The inner surface of all laminates shall be resin rich and reinforced with one layer of NEXUS 111-00010 with a minimum thickness of 10 mils. The interior corrosion liner shall consist of two layers of one and one half (1-1/2) oz. per sq. ft. chopped strand mat. If the application is by chopper gun, the spray upglass fiber shall be one half (1/2”) in. to two (2”) in. long. The total corrosion liner thickness shall be a minimum of 100 mils and have a resin to glass ratio of 80/20. All edges of reinforcement to be lapped a minimum of one (1)

inch.

3) Structural laminates shall consist of alternating layers of one and one half (1-1/2) oz. per sq. ft. mat or chopped glass and 24 oz. per sq. yard woven roving applied to reach the designed thickness. The exterior surface shall be relatively smooth and shall have no exposed glass fibers. The exterior shall be surface coated with gel coat containing ultraviolet light inhibitors.
4) Accessories: Air inlet, air outlet, spray headers, baffles, media support, drain, and all connections shall be provided by the manufacturer. Tie down lugs shall be integrally molded into the walls of the vessel. All external bolts shall be 316 SS and designed for the specified loads. Interior fasteners shall be of corrosion resistant materials such as PVC or FRP.

g. Neoprene Pad: A one quarter (¼") inch thick, 60 durometer neoprene rubber sheet shall be placed underneath the vessel before installation on lift station pad.

h. Exhaust Fan

1) The exhaust fan shall be centrifugal design manufactured of FRP with a statically and dynamically balanced radial blade wheel. The fan inlet shall be slip type, and the fan outlet shall have a flanged nozzle. The fan shall have a neoprene shaft seal.
2) Fan shall be supplied with a TEFC motor with 1.15 service factor suitable for three phase, 60 Hz, 480-volt service and rated for Class 1, Div. 2, Group D installation. The fan shall be direct driven. The motor shall be inverter-duty and controlled by a VFD.
3) The fan shall be tested and rated in accordance with AMCA and bear the AMCA seal.

i. One of the two mineral vessels shall be fitted with a top-mounted, five-cycle multiport control valve to operate the backwash, brining, slow rinse, fast rinse, and refill cycles. An additional piston assembly shall be included to control the duty/standby status of the two vessels. A brass control valve including fixed and self-adjusting flow regulators shall be provided. A hydraulically balanced Teflon coated piston shall be provided to perform the cycles of regeneration.

j. Instrumentation and System Controls

1) The electrical control panel shall provide electrical control for the exhaust fan and water addition system. A 3-phase power supply shall be supplied to the panel to power the system.
2) The control panel enclosure shall be rated NEMA 4X. The panel shall be remote mounted by the contractor next to the system assembly at least three (3') feet away to comply with requirements of a Class 1, Division 2, and Group D installation. The Contractor shall install and wire the local control panel to the biofilter mounted fan, metering pump, and solenoid valve. The control panel shall be factory tested to full operation with all other components prior to shipment.

3) The panel shall have the following components or capabilities:
- Fan switch (ON-OFF).
- Push-to-test button for water valve.
- Timer relay for on/off control of water valve.
- Blower VFD
- Nutrient Pump (ON-OFF-AUTO)

4) The water control cabinet shall be constructed from a NEMA 12 rated FRP cabinet with all internal piping SCH 80 PVC. The cabinet shall be mounted to the system assembly. The cabinet shall contain the following components:
- Pressure reducing valve
- Nutrient Pump (rated for installation in a Class 1, Division 2, Group D area)
- Irrigation solenoid valve (Explosion-proof rating)
- Valve for pre-humidification
- Irrigation system pressure gauge

5) Water pressure regulator, solenoid valve, and Rota meter shall be provided for control of water application rates. These components shall be mounted in the water control cabinet.

k. Accessories

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

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

3. CARBON MEDIA ODOR CONTROL UNIT

Stand Alone Activated Carbon Unit

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

1.15 service factor and matched to the electrical service at the standard lift station. Accommodation to accept a hand-held tachometer shall be available for each fan. Each fan shall have a drain with plug. The fan shall include graphite impregnation for grounding.

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

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

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

activated carbon having an average depth of three (3') feet. The carbon bed shall be supported on a polypropylene screen through an FRP support grating system. The screen and the support system shall be removable through the top cover. The top cover shall use quick release tie downs that are integral to the cover and not require the use of separate tools for the removal of the cover. The support system shall consist of removable grating. NOTE: Pall rings or other dumped packing media as a means of carbon support shall not be used. The support system shall be designed to withstand a load of at least 150 lbs/ft^2 with a minimum deflection of one quarter (1/4") inch under all conditions.

k. The carbon absorber vessel shall have a "gooseneck" type outlet to prevent rainwater from entering into the system.

l. The activated carbon media shall be virgin, pelletized, and derived from high grade bituminous coal vapor phase type suitable for the control of sewage odors. The carbon shall have the following specifications:

Iodine Number, mgI2/g	1050 min
MPD, mm	3.9-4.1
Apparent Density, g/cc	0.46-0.52
Hardness No.	95 min
Butane Activity	26 min
H_2S Capacity, gH2S/cc*	0.30 min

* The H2S breakthrough capacity is determined using ASTM standard method D6646-01. Prior to testing, the test sample shall be completely humidified by exposing the sample to a flow of humid air (>85% RH) for at least four (4) hours. Testing shall be accomplished by passing a moist (85% RH) stream of air containing one (1%) percent vol. H2S and the selected concentration of CO2 through a one (1") inch diameter tube with a nine-inch deep bed of closely packed carbon at a rate of 1,450 cc/min and monitoring to a 50 ppm H2S breakthrough. The results shall be reported as grams of H2S adsorbed per cc of carbon.

m. All steel hardware shall be 316 stainless steel unless stipulated in this specification or on the engineering drawings. Gaskets shall be full face with a minimum of 1/8" thickness and made of EPDM or neoprene suitable for the intended service.

n. The unit shall include a grounding rod with 10-gauge wire in accordance with current local, state and national codes.

o. All other components and appurtenances shall be as specified on the engineering drawings and in the NPU standard details.

Optional secondary activated carbon polishing unit
If the optional secondary activated carbon polishing unit is required,

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

4. APPROVED PRODUCTS

The following manufacturer is approved.

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

2.3 MATERIAL

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

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

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

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

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

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

2. APPROVED PRODUCTS

a. The following access hatch and frame is approved:

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

b. The following manhole and wet well surface coatings are approved.

- IET System
- Raven 405
- Green Monster Liner (GML)

- Engineered Coating Solutions

B. DISCHARGE PIPING AND VALVES

1. GENERAL
   a. The discharge piping and valves shall be designed, constructed and installed in accordance with the best practices and methods and shall operate satisfactorily when installed as shown on the drawings. The piping and valves shall be supported to the wet well walls and above ground as shown on the engineering drawings and the NPU standard details. To avoid flooding, both the wet well top and concrete slab under the above ground piping shall be graded such that they are a minimum of six inches (6") higher than the surrounding grades.
   b. The piping and valves shall be furnished and installed in accordance with the NPU specifications for "Force Mains" and "Valves".

2. APPROVED PRODUCTS

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

C. WATER SERVICE

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

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

D. FENCE AND GATES

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

E. DRIVEWAYS

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

wet well top and above ground valves.

F. LANDSCAPING

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

PART 3 – EXECUTION

3.1 GENERAL

a. The contractor shall prepare the standard lift station site for construction. This shall include the establishing of maintenance of traffic, surveying, site clearing, installation of silt fence, exposure of existing underground utilities, and notification of residences that may be impacted by the construction. The standard lift station wet well and concrete cover and slab, valves, piping, pump/motor assemblies and rails, control panel, water service(s), electrical wiring/conduit, pad, fencing and gates, access panel and frame, driveway/culverts, optional equipment, and accessories shall be installed in accordance with the contract documents.
b. Installation shall be made by skilled and licensed technicians and coordinated with other trades as necessary.
c. The standard lift station receives wastewater flows continuously at varying rates and the level of the flow in the wet well is monitored by a radar level transmitter. The wet well radar level transmitter shall transmit the level of the wastewater in the wet well directly to the control panel. The level transmitter shall be set for the following conditions in coordination with NPU operational personnel and the design of the station:

- Pump off
- Pump on
- Lag pump on
- High liquid level alarm

d. The control panel is an integrated system. The contractor shall furnish and install it as one complete package to include all equipment and appurtenances regardless of the manufacturer and shall be responsible that it performs as a fully integrated operable system.

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

- Turns pump off
- Turns pump on
- Turns lag pump on
- Provides for alternate pumps operation
- Activates the audio and visual alarms in the event of high liquid wet

well levels
- Activates the battery backup high liquid level alarm in event of power loss and resets the alarm when the power is restored.
- Provides phase monitoring and protection
- Monitor and indicates pump seal failures

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

e. The TCU shall be designed to provide the following functions:
- Lead/Lag: One pump operates as the lead or in-service pump and one acts as the lag or backup pump. The PLC alternates the lead and lag pump at operator settable intervals as required.
- Monitors lift station operational status and notifies NPU personnel of normal and abnormal operations such as, but not limited to: status of power, generator operations, pump trip, high/low alarm levels in the wet well discharge flow, and records pump run time and pump starts.
- Pump on, Pump off
- High level, Low level
- Phase Voltage
- Liquid Level Control Sequence

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

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

3.2 INSTALLATION

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

3.3 BEDDING, BACKFILL, AND COMPACTION

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

3.4 CALIBRATION

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

3.5 TESTING

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

3.6 START-UP OPERATIONS

a. The system integrator/supplier shall provide equipment startup services for the project.
b. The system integrator/supplier shall be responsible for providing factory trained representatives for the startup of equipment requiring factory assistance during startup.
c. The system integrator/supplier shall coordinate with NPU to assist with the startup activities and provide necessary training of NPU personnel in the operation and maintenance of the system.
d. Upon construction installation of NPU -maintained standard lift stations, startup operations and testing shall be conducted prior to final acceptance and release of wastewater flows under the supervision of the NPU Engineering Department. At a minimum, a representative of the pump Supplier, a representative of the Contractor, and a representative of NPU will be present for startup testing. An "NPU Lift Station Startup Check List", shall be completed and signed off in entirety before a facility shall be accepted by NPU.

3.7 SPARE PARTS

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

a. Fuses for the panel
b. Two spare impellers with wear rings, one upper and lower bearings, o-rings, one set of upper and lower shaft seals
c. Spare VFD (if VFDs are used at that lift station)

3.8 TECHNICAL MANUALS

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

END OF SECTION

SECTION 336022

STATIONARY BY-PASS PUMP – LIFT STATIONS

PART 1 - GENERAL

1.1 SCOPE

A. Requirements for providing a permanently installed, diesel-driven, compressor-assisted horizontal wastewater pump at various wastewater lift stations within the City of North Port, FL.

1.2 GENERAL

A. The specifications herein state the minimum requirements of the City of North Port (the Owner). All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The Owner may consider as “irregular” or “non responsive”, any bid not prepared and submitted in accordance with the bid documents and specification, or any bid lacking sufficient technical literature to enable the Owner to make a reasonable determination of compliance to the specification. It shall be the bidder’s responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to noted sections of the technical specification as “Compliant” or “Exception” will cause the proposal to be rejected, without review, as “non-responsive”. All variances, exceptions, and/or deviations shall be fully described referencing the appropriate section. The Owner reserves the right to accept or reject any proposals, waive any technicalities or irregularities, and make final decisions on product selection in the best interest of the City of North Port.

B. INTERPRETATIONS: In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specifications documents or any part thereof. Every request for each as consideration shall be made in writing to the Owner. Based upon such inquiry, the Owner may choose to issue an Addendum in accordance with local public contract laws.

C. GENERAL SPECIFICATIONS: Units described shall be new, unused, and of the current year’s production. The style of pump being bid must be in production for a minimum of five (5) years (include users list). Unit shall be of the latest design and in current production completely serviced, ready for work and shall include all standard and optional equipment as specified herein. A list of five (5) user contacts including contact names and telephone numbers shall be provided with the bid

submittal. Failure to supply a verifiable users list will be cause for rejection of the bid.

D. The manufacturer of the diesel pump shall coordinate with a factory-authorized service provider within 100 miles of the City of North Port and shall have a 24-hour response time. This service facility must stock spare parts for the pump model specified, employ a field service technician(s) available for 24/7 service calls, and have a rental fleet comprised of similar pump models. The Owner shall have the right to inspect the facility and shall be the sole judge of its adequacy to fulfill this requirement.

i. Compliant to 1.2.D ____
ii. Exception to 1.2.D: ____

E. Bidders, on request of the Owner, must be prepared to review their specifications with the Owner and must, if requested, also be prepared to provide a unit for tangible evaluation purposes only. These services, if needed, are considered as part of the bidder's proposal and will be provided without cost or obligation to the Owner.

1.3 QUALITY CONTROL

A. The complete pump set shall be manufactured in a plant that has been assessed and found to be in compliance with the ISO 9001:2015 quality standard. A copy of the ISO 9001:2015 Certificate shall be provided with the bid. Failure to provide the certificate shall result in rejection of the proposed pump.

i. Compliant to 1.3.A: ____
ii. Exception to 1.3.A: ____

B. Pumping components shall be manufactured by a pump manufacturer headquartered in the State of Florida, and the pump shall be designated and manufactured in conformance with CPB/AEM Standards.

i. Compliant to 1.3.B: ____
ii. Exception to 1.3.B: ____

1.4 SYSTEM DESCRIPTION

A. Provide a sound attenuated, compressor-assisted horizontal sewage pump driven by a water-cooled diesel engine. The pump shall be fully automatic, self-priming from dry conditions and capable of handling large volumes of air, water, and solids. The pump set specified in this section will be used to pump wastewater from a City of North Port pumping station (PS).

B. The pump set and on-board accessories shall be supplied by the pump manufacturer.

C. The by-pass pump set shall be manufactured by Thompson Pump & Manufacturing Company, or pre-approved equal. Models of pumps shall be approved by the City in the design report submitted with the pump station design.
   i. Compliant to 1.4.C: ____
   ii. Exception to 1.4.C: ____

PART 2 – PRODUCTS

2.1 CENTRIFUGAL PUMP

A. The centrifugal pump shall be a horizontal end suction solids handling centrifugal pump model.

B. The pump casing shall be constructed of ASTM A536 grade 65-45-12 ductile iron, tangential discharge, clockwise rotation (viewed from drive end), back pullout design, with cleanout.

C. The impeller shall be high efficiency enclosed type, constructed of 65-45-12 ductile iron.
   i. Compliant to 2.1.C: ____
   ii. Exception to 2.1.C: ____

D. The suction wear ring shall be of peripheral type requiring no adjustment and constructed of 65-45-12 ductile iron.

E. The mechanical seal shall be a grease lubricated John Crane tungsten carbide vs. silicon carbide mechanical type with self-adjusting viton elastomers and type 304 stainless steel spring and hardware.
   i. Compliant to 2.1.E: ____
   ii. Exception to 2.1.E: ____

F. The seal chamber shall have a dished backplate to remove solids and abrasive material away from the seal area and purge air and gas pockets.

G. The shaft shall be constructed of stress proof steel, machined and polished to transmit full drive output.

H. The shaft sleeve shall be AISI 416 stainless steel. Sleeve designed to be renewable with O-ring and positively locked to prevent rotation on the shaft.

I. The bearing frame shall be constructed of class 30 cast iron.

J. Bearings shall be of sufficient size to withstand the radial and axial thrust loads incurred during service. Bearings shall have a minimum L-10 bearing life of 100,000 hours. Bearings shall be grease lubricated.

K. The pump inlet shall be equipped with an ANSI flange connection. It will be the responsibility of the installer to supply and install enlarged suction piping to minimize suction velocity and reduce friction losses.

L. The pump outlet shall be equipped with an ANSI flange connection. It will be the responsibility of the installer to supply and install enlarged discharge to minimize discharge velocity and reduce friction losses.

2.2 DESIGN REQUIREMENTS

A. All design requirements listed below must be clearly displayed on performance pump curves. These performance pump curves shall be based on testing standard established by the hydraulic institute.

B. The primary and secondary performance duty points of the bypass pump shall be similar to the proposed electric submersible pump. The Engineer of Record (EOR) shall consult with the specified bypass pump manufacturer to provide and plot the performance pump curve based on for intermittent duty. The EOR shall properly calculate the Total Dynamic Head (TDH) required for the by-pass pump, including the dynamic suction lift and additional piping required. Complete Table below:

PERFORMANCE REQUIREMENTS FOR STATIONARY BYPASS PUMP	
HIGH EFFICIENCY IMPELLER DIAMETER (INCHES)	
PUMP SUCTION FLANGE SIZE (INCHES-ID)	
PUMP DISCHARGE FLANGE SIZE (INCHES-ID)	
MAXIMUM OPERATING SPEED (RPM)	
SOLIDS HANDLING CAPABILITY (INCHES)	
MAX FLOW CAPABILITY (GPM)	
MAX HEAD CAPABILITY (TDH)	
PRIMARY PERFORMANCE DUTY POINT (GPM at TDH)	
MAX STATIC SUCTION LIFT AT PRIMARY DUTY POINT (FT)	
EFFICIENCY AT PRIMARY DUTY POINT (%)	
SECONDARY DUTY POINT (GPM @TDH)	
MAX STATIC SUCTION LIFT AT SECONDARY DUTY POINT (FT)	
EFFICIENCY AT SECOND DUTY POINT	
OPTIMAL DISCHARGE DIRECTION (RSD, CSD, or RSD)	

i. Compliant to 2.2.B: ____
ii. Exception to 2.2.B: ____

2.3 PRIMING SYSTEM

A. The priming system shall be fully automatic eliminating the need to pre-fill the pump casing with water to achieve initial prime.

B. An air separation chamber shall be provided to prevent any carryover of the pumping fluid through the venturi-ejector and into the surrounding environment. Priming systems that require a conduit to recirculate excess fluid back to the wet well, will not be acceptable.
   i. Compliant to 2.03.B: ____
   ii. Exception to 2.03.B: ____

C. The air separation chamber shall contain a single stainless steel float and ball valve assembly mounted on a steel plate that can be easily removed as a unit without tools.
   i. Compliant to 2.03.C: ____
   ii. Exception to 2.03.C: ____

D. The priming shall not include any mesh-type screens between the suction port and the air/water separation chamber that can clog and cause the priming system to fail.
   i. Compliant to 2.03.D: ____
   ii. Exception to 2.03.D: ____

E. The compressor shall be industrial version, pressure lubricated type. Splash lubricated compressors will not be accepted.
   i. Compliant to 2.03.E: ____
   ii. Exception to 2.03.E: ____

F. The compressor shall contain a pressure relief valve for overpressure protection.

G. The priming system shall contain an in-line serviceable discharge 100% unrestricted flow area with low head loss flapper valve design non-return valve which can be readily cleaned and repaired without having to disconnect the discharge piping. Ball type discharge check valves will not be accepted.

H. The Venturi-ejector shall be constructed of bronze and be of modular design allowing for replacement of individual components. The Venturi shall be remote mounted on the frame for ease of removal and inspection.

I. The priming system shall incorporate a manual valve to permit the pump to operate under positive suction head conditions.

J. The priming system shall be capable of automatically priming the pump with a 28-foot static suction lift with no water in the pump or suction piping.

K. Priming systems that incorporate an oil-bath lubricated, vacuum pump or diaphragm-style priming systems will not be considered.

2.4 DIESEL ENGINE

A. The diesel engine shall be an emission compliant, diesel engine, capable of producing enough continuous duty horsepower for each application. Engine may control emission levels via DOC- Diesel Oxidation Catalyst only. Engines requiring SCR, DEF, or DPF to control EPA mandated emissions levels will not be accepted.
   i. Compliant to 2.4.A: ____
   ii. Exception to 2.4.A: ____

B. The engine shall drive the pump via an elastomeric torsion drive coupling.

C. The engine shall have an industrial type battery with 175-amp hour rating and minimum 990 cold-cranking amps, with 175 amp reserve, mounted in a lockable frame.

D. A 12-volt starter and alternator charging system shall be provided.

E. Engine shall have an industrial-style muffler with rain cap.

F. Engine shall have an electrical type governor.

G. Engine shall have variable speed throttle control, via manual or auto float operation.

H. Engine shall have safety shutdown switches for low oil pressure and high temperature.

I. An instrument panel shall be provided in an enclosure and mounted on rubber isolators.

2.5 MODULAR MOUNTING FRAME/FUEL TANK

A. The complete power unit shall be mounted on a combination frame/double wall fuel tank constructed of tubular steel, with a minimum fuel capacity of 75 US gallons or greater.
   i. Compliant to 2.5.A: ____
   ii. Exception to 2.5.A: ____

B. Double walled fuel tank shall include fuel gauge and an audible alarm when diesel fuel level reaches 90% full.

C. Modular double walled fuel tank shall include a primary wall leak sensor to indicate any breach in the primary diesel fuel containment.

D. The modular frame shall incorporate an integral lifting bail capable of lifting the entire unit.

E. Modular fuel tank shall have two clean-out ports located at opposite ends of the tank.

F. Modular fuel tank shall incorporate welded steel mounting tabs with 7/8" holes and rubber vibration isolation pads to secure the pump to the concrete pad.

G. Modular fuel tank shall have a removable basket strainer mounted in the fill port and a lockable cap

2.6 SOUND ENCLOSURE

A. The entire unit including the pump and engine shall be completely enclosed in a lockable enclosure. Units not meeting this requirement are not acceptable.
   i. Compliant to 2.6.A: ____
   ii. Exception to 2.6.A: ____

B. The enclosure shall reduce operating noise according to the table listed below when measured at 7 meters @ full speed (exceeding the EPA Standard 40CFR204). Units not meeting this requirement are not acceptable.
   i. Compliant to 2.05.B: ____
   ii. Exception to 2.05.B: ____

Pump Outlet Size	Max Sound Rating Allowed
4"	68 dBA
6"	70 dBA
8"	72 dBA
10"	74 dBA
12"	76 dBA

C. The enclosure shall be constructed with a modular frame and reinforced galvaneel panels. Fiberglass or plastic enclosures are not acceptable.

D. The individual panels shall be constructed of a sandwich construction solid galvaneel outer shell, with 1.5" thick 8-lb density mineral wool fill encapsulated with an aluminum foil moisture barrier, and 0.050 gauge perforated aluminum inner liner, type 3003-H14 with a mill finish. Air vents and openings are lined with open-cell foam with perforated aluminum liner.

i. Compliant to 2.6.D: ____
ii. Exception to 2.6.D: ____

E. The enclosure shall contain a minimum of 6 lockable-hinged doors; three sides, two rear doors, and one hydraulic-assisted, door above the pump and priming system. This will allow unrestricted access to all compartments for servicing without having to disassemble and remove panels. The enclosure shall contain a modular lift off panel on top. Enclosures that must be disassembled in order to facilitate routine maintenance are not acceptable.

i. Compliant to 2.6.E: ____
ii. Exception to 2.6.E: ____

F. The enclosure shall contain two rear doors that can be opened and permit complete access to the pump and priming system for routine maintenance without having to disconnect the suction or discharge piping.

G. Enclosure shall utilize 1” thick open-cell foam, or 1/8” thick neoprene rubber, surrounding all piping penetrations.

H. The enclosure shall be fully detachable as a single unit to facilitate major repairs such as replacing the engine or pump.

I. The finished color of the enclosure coating shall be confirmed by the City of North Port based on each application.

2.7 CONTROL PANEL

A. An automatic engine controller shall be provided to start and stop the diesel engine in response to varying liquid levels via float switches.

B. The automatic start-stop engine controller shall be part of the main instrument panel. Multiple control panels shall not be considered.

C. The automatic engine controller shall be housed inside a UL Certified, NEMA 4x enclosure.

D. The automatic engine controller display shall be fully visible, day or night, without the need to open the housing listed above.

E. The automatic engine controller shall contain the RS485 and J1939 communication ports.

F. The automatic engine controller shall be mounted on rubber shock mounts.

G. The system shall contain a safety back-up feature allowing the unit to be operated manually and retain safety shutdown protection in the event of automatic engine controller failure.

H. The automatic engine controller shall be fully field programmable and contain pass code protection.

I. The automatic engine controller shall contain automatic and manual start modes.

J. Records up to 32 events related to warning lights

K. The automatic engine controller shall have programmable relays.

L. Sixty (60) selectable features

M. The automatic start-stop system shall contain two mechanically activated hermetically sealed liquid level control floats; one to turn the pump on and one to turn the pump off. Single float designs that are prone to frequent cycling leading to excessive component wear shall not be considered.

N. The floats shall be clearly marked, top or bottom, for easy installation into wet well. Floats shall be provided with 65-feet of cable.

O. The two floats shall be connected together with a single pin terminal for easy connection to control box.

P. The pump shall include a lockable stainless steel enclosure mounted to the outside of the sound enclosure incorporating labeled SCADA interface dry contact connections. Each dry contact will monitor pre-set alarm conditions within the pump set, and will be hard-wired by the installation contractor. The SCADA interface will consist of 6 coil based relays, SPDT, 12VDC/24VDC input. Output terminal strip for each signal required, 12VDC/24VDC. SCADA Interface shall monitor the following N/O alarms:

i. Pump Start
ii. Low Battery Charge
iii. Low Fuel Level
iv. Inner Wall Fuel Leak

v. Pump Start Failure: (in auto mode and failed to start)
vi. High Level

2.8 ACCESSORY ITEMS FOR STATIONARY BY-PASS PUMPS

A. 120V BATTERY CHARGER: The pump set shall be equipped with a 10 amp, 120vac/12vdc,60Hz battery charger. The charger shall be fully automatic, and meet ISO 8846 Marine and Ignition protection standards. The charger shall be able to fully charge the battery in less than 12 hours. Existing AC power at the lift station shall be wired directly to a single 15 amp outlet, mounted inside the pump enclosure. This AC power outlet shall be used for the battery charger.

B. SOLAR TRICKLE CHARGER: The pump set shall be equipped with a solar powered trickle charger to maintain the battery charge in the event station power is lost for an extended period of time. The charger controller must incorporate a desulfator, and the solar panel will be secured to the top of the sound attenuated enclosure. The solar charger will serve as a back-up to the 120V battery charger.

C. INSIDE WORK LIGHTS: The pump set shall be equipped with (2) switch operated 12VDC LED lights, mounted inside the sound attenuated enclosure.

D. AUTO THROTTLE: The unit/s shall include one (1) automatic throttle controller integrated into (2) relays in the engine control panel. The auto-throttle control panel combination shall allow the pump to ramp up to the target RPM given a start command and ramp down to idle given a stop command in auto start mode.

2.9 PAINTING

A. A minimum 2-5 mil thick layer of Industrial Polyamide Epoxy primer shall be factory applied to the entire pump set prior to the finish coat.

B. A minimum 2-5 mil thick layer of Industrial Aliphatic Acrylic Polyurethane Paint shall be factory applied over the primer coat.

C. The finished color of the pump set coating shall be confirmed by the City of North Port based on each application.

PART 3 – EXECUTION

3.1 FACTORY TESTING

A. The complete pump set shall be factory tested according to ANSI/HI 1.61994 by a certified quality technician. The pump shall be sound

tested according to ISO 3744, ANSI/HI9.4 and CPB Sound Level Measurement Standard.

3.2 OPERATIONS AND MAINTENANCE MANUALS

A. The pump O&M manual shall include, but not be limited to, exploded views of pump components, operation, maintenance instructions, and spare parts lists giving manufacturer's stock or part number for each replaceable item.

B. Provide (1) spiral bound hard copy of pump O&M manual, (1) spiral bound hard copy of engine O&M manual.

C. Provide (1) copy of engine and pump O&M manual on a flash drive.

D. Hard copies and flash drive will be placed inside a rainproof document box, furnished with the unit.

3.3 START-UP REPORTING AND TRAINING

A. Manufacture of pump system shall instruct the owner's operating personnel in the proper operation and maintenance of the system for a period of not less than four (4) hours after installation is complete.

B. Manufacturer of the pump system shall inspect the installation and provide a complete a signed certificate of installation, inspection, and start-up services to Engineer of Record (EOR) and Owner for review and final approval.

3.4 WARRANTY

A. A copy of the engine manufacturer's parts and labor warranty.

B. The manufacturer of the pumping unit shall warrant for a period of (3) years from the date of final project completion that the entire unit and all equipment therein shall be free from defects in design, material, and workmanship. Warranty registration forms must be included with the Operation and Maintenance Manuals.

C. Venturi-ejector device, specified in section 2.3.H of the specification, shall include a full warranty for the life of the pumping system.

END OF SECTION

SECTION 336081 TEMPORARY BY-PASS PUMPING SYSTEMS

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment and incidentals required and install, field test, and operate temporary by-pass pumping systems as proposed by the Contractor for the purpose of diverting flow around work areas as required.

B. The design, installation and operation of temporary by-pass pumping systems shall be the Contractor's responsibility. The Contractor shall provide the services of a professional bypass company who can demonstrate to the City and Engineer that the company specializes in the design and operation of temporary by-pass pumping systems. The by-pass system shall meet the requirements of all codes and regulatory agencies having jurisdiction.

C. Maintain temporary by-pass pumping systems so that they are completely functional throughout the required period of service.

D. Following the required period of service, remove temporary by- pass pumping systems from site.

E. Provide all maintenance including manufacturer recommended preventive maintenance and on-call repair services. Contractor shall provide repair services and/or replacement equipment 24 hours per day, seven days per week within 4 hours of being called.

F. Should the Contractor elect to use diesel fuel for temporary by- pass pumping, the total storage quantity of fuel allowable at the plant site to operate the temporary pumps shall not exceed the sum of the individual fuel tank capacities furnished with each pump's diesel engine drive. Provide a refueling service to maintain continuous 24-hours per day, 7 days per week pumping system operation.

1.02 RELATED WORK

A. Permits and Fees are specified in Section 016500.

B. Environmental Protection Procedures are specified in 011060.

1.03 SUBMITTALS

A. Submit, in accordance with Section 013000, the following:

1. A detailed description of each proposed temporary by-pass pumping system including pumps, pump drives, piping, hoses, valves, fittings, controls, wiring and any other related accessories required to provide a complete operating system in conformance with the requirements of this Section.

2. Detailed plans and sections showing the proposed pumping system layout including dimensions and elevations. Plan shall include but not be limited to the following:

a. Staging area and access requirements for all pumps.

b. Number, size, material, location and method of installation of suction piping.

c. Number, size, material, location and method of installation of discharge piping.

d. Pump size, capacity, number of units, diesel engine specifications, fuel tank capacity, fuel consumption requirements, and method of refueling.

e. Calculations of static lift, pipe size selection, friction losses, flow velocity and pump selection.

f. Pump curves showing pump operating range.

g. Proposed method of freeze protection.

h. Proposed method of noise control for each pump.

i. Temporary pipe supports, anchorage, cover material and other accessories as required to stabilize the piping system.

j. Installation schedule and maintenance schedule.

k. Vendor phone number and pager number for 24-hour service.

l. A minimum of five reference installations of projects with similar size in wastewater pumping applications. Include contact names and phone numbers.

m. List of recommended spare parts to be stored on-site for emergency maintenance.

3. Provide information on the vendor's service staff capabilities and replacement parts inventory to show that the vendor has sufficient resources to provide emergency service and replacement equipment and/or parts to the Bucklin Point site within 4 hours of a service call.

4. A description of system operation and controls. Include a list of all alarm conditions and procedures for correcting problems including equipment replacement.

5. A description and schedule for the proposed procedures for startup and testing of the facilities to demonstrate compliance with specified automatic operation and maintenance of a constant discharge pressure.

6. A plan of operations for inclement weather including storms. The plan shall demonstrate the ability to maintain pumping system operations throughout inclement weather events.

7. A description and schedule for the proposed procedures for dismantling the system and restoring normal operations at the WWTP.

1.04 REFERENCE STANDARDS

A. Design, manufacturing and assembly of elements of the equipment specified herein shall be in accordance with the following:

1. American Institute of Steel Construction (AISC)
2. American Iron and Steel Institute (AISI)
3. American Society of Mechanical Engineers (ASME)
4. American National Standards Institute (ANSI)
5. American Society for Testing Materials (ASTM)
6. American Welding Society (AWS)
7. American Bearing Manufacturers Association (ABMA)
8. Institute of Electrical and Electronics Engineers (IEEE)

9. National Electrical Manufacturers Association (NEMA)

10. Occupational Safety and Health Administration (OSHA)

11. Underwriters Laboratories (UL)

B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 QUALITY ASSURANCE

A. The Contractor shall employ the services of a vendor who can demonstrate 5 years of recent and continuous specialization in

the design, installation, operation and removal of temporary by- pass pumping systems in wastewater applications. The complete system shall be furnished from a single vendor who shall be capable of providing service staff, repair parts and replacement of any deficient system component within 4 hours of a service call, twenty-four hours per day, seven days per week.

1.06 SYSTEM DESCRIPTION

A. Where proposed by the Contractor, temporary by-pass pumping systems shall comply with specified requirements with Design flows shall be as specified.

B. Pumping system control panels shall be NEMA 4 and include flow indication, a flow totalizer, indicator lamps showing which pumps are operating, selector switch for auto or manual start and stop for each pump and visual and audible alarms for indication of operation failure and alarm conditions.

1.07 DELIVERY, STORAGE AND HANDLING

A. Delivery, storage and handling of equipment shall be as specified in 016610.

1.08 MANUFACTURER'S SERVICES

A. Provide the services of the manufacturer's representative as specified herein.

B. Provide the services of the manufacturer's representative for physical checkout field testing and operation and maintenance instruction for a minimum of 1-person day per pumping system. See requirements in Part 3.

C. Provide the services of the manufacturer's representative or designated alternative, who shall be contactable 24-hours per day via telephone or pager and shall be available to be on site within 4 hours of being contacted at no additional cost to the City.

PART 2 PRODUCTS

2.01 GENERAL PUMPING EQUIPMENT

A. Furnish pumping units and all accessories from a single vendor. Each temporary by-pass pumping system shall be complete

including pumps, drives, piping, piping headers, valves, flow meter, controls and appurtenances as required for a complete system.

B. The pumps, drives and controls shall be designed and built for 24-hour continuous service at any and all points within the required range of operation, without overheating, without cavitation, and without excessive vibration or strain. All parts shall be so designed and proportioned as to have the strength, stability and stiffness and be constructed to meet the specified requirements. Methods shall be provided for inspection, repairs, and adjustment.

C. All necessary foundation bolts, nuts, and washers shall be furnished.

D. Each piece of equipment shall be furnished with a nameplate (with embossed data) securely mounted to the body of the equipment. As a minimum, the nameplate for the pumps shall include the manufacturer's name and model number, serial number, rated flow capacity, head, speed and all other pertinent data. As a minimum, nameplates for drives shall include the manufacturer's name and model number, serial number, horsepower, speed, input voltage, amps, number of cycles and power and service factors.

E. Refer to Section 011060 and local noise oridances for noise limitations for the equipment.

F. All equipment shall be suitable for outdoor operation under adverse weather conditions. Provide protection from freezing as required to maintain system operation.

G. Pumps shall be manufactured by Thompson Pump and Manufacturing Co., Port Orange FL, or equal.

2.02 CONDITIONS OF OPERATION

A. Pumps shall be identical in every respect with all parts interchangeable.

B. Each pump shall be designed for the conditions of service specified by the City. All pumps shall have a rising head capacity curve for stable pump operation from the minimum head operating point to the shut-off head.

1. Service: Temporary By-Pass

   Pumping

2. Number of pumps: As required by the Application

3. Liquid: Raw Wastewater

4. Design capacity total peak (gpm): As required by the Application

5. Type of drive Diesel engine or Electric

2.03 PUMPING SYSTEM COMPONENTS

A. All pumps shall be centrifugal, end suction, fully automatic self- priming units that do not require the use of foot-valves, vacuum pumps, diaphragm pumps, or isolation valves or float apparatus in the priming system.

B. Pump seals shall be high pressure, mechanical self-adjusting type with solid carbide faces capable of withstanding suction pressures to 100 psi without the pump running. The mechanical seal shall be cooled and lubricated in an oil bath reservoir, requiring no maintenance or adjustment. The oil bath reservoir shall not come in contact with or leak into the pumped water. Each pump shall be capable of running dry, with no damage for extended periods of time. All pump seal metal parts shall be stainless steel. All elastomers shall be Viton.

C. Each pump shall be driven by a diesel engine or electric motor. Diesel engine shall be water cooled. If the Contractor uses electric motor driven pumps, power costs are the responsibility of the Contractor.

D. If using diesel driven pumps, each pump and diesel engine shall be skid mounted with integral fuel tank and skid lifting bracket.

E. Provide automatic start/stop controls for the pumping system to automatically maintain system flow within the flows specified. Controls shall be contained in a local control panel with provision to manually operate each pump, provide indication of pump operation, and indicate the total flow being pumped.

F. Provide all required suction and discharge pipe and fittings, discharge manifold pipe and fittings, shutoff valves, check valves, flow meter, pressure regulating valves, insulation,

freeze protection, and all required accessories. All pipe and fittings shall be steel with flanged or quick connect coupling connections, or high-density polyethylene pipe with fused joints. All joints must be 100 percent restrained. Suction piping shall be rated for 25-in Hg vacuum. Discharge piping, fittings, connections, valves, and other discharge piping accessories shall be rated for a minimum working pressure of 150 psi.

PART 3 EXECUTION

3.01 INSTALLATION AND PHYSICAL CHECKOUT

A. Installation shall be in accordance with the system supplier's recommendations and approved shop drawing submittals.

B. Noise shall meet the local noise ordinances and Section 011060.

C. Install pumping units on a firm level surface.

D. Furnish the services of the pump system supplier's representative for a minimum of one day per temporary by-pass system to assist equipment installation and physical checkout.

3.02 FIELD TESTING

A. Provide field in accordance with the approved shop drawing submittal. Field tests shall demonstrate conformance with system requirements.

B. The Contractor shall require that field testing be conducted by the pump system supplier's representative in the presence of the Engineer. Furnish the services of the pump system supplier's representative for a minimum of one day per temporary by-pass system to conduct required testing.

C. Field testing shall demonstrate a minimum of 24 hours of continuous operation. During the 24 hours of continuous operation, the system shall demonstrate the ability to automatically start and stop pumps in response to changing flow conditions.

D. Remove and replace any system component that fails to perform in accordance with specified requirements.

3.03 SYSTEM OPERATION

A. Perform all required maintenance on the equipment to maintain the system integrity and capacity as specified.

B. Provide clean-up and disposal of contaminated material and reporting for all product spills.

3.04 EQUIPMENT REMOVAL

A. At the completion of the period of service, disconnect all temporary piping and remove all system components from the site. Restore the work site to its original condition.

END OF SECTION

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

October 10, 2025
ADDENDUM 1

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, November 13, 2025

BID OPENING: November 13, 2025, 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 ~~**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.

Q1: Is the pre bid mandatory or non-mandatory?
A1: The pre bid is non-mandatory.

Q2: Can you provide the engineer estimate if one is available.?
A2: $1,159,655.00

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

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

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

October 23, 2025
ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, November 13, 2025

BID OPENING: November 13, 2025, 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 ~~**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.

Q1: Is this Buy America? The pumps for this project are not cast in the United States.
A1: The existing Buy America provision in the bid document is replaced with:

Domestic preferences for procurements
The Contractor and all subcontractors, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This includes:
(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Q2: Are some of the lift stations in gated communities, and if so how are we to gain access?
A2: The City will get the awarded vendor access.

Q3: Can we get a site visit to the lift stations?
A3: Site visit is scheduled for Date: 10/30/2025
Time: 10:00AM
Meeting location to start tour: (LS63) 4028 Fairway Dr North Port, FL 34287
All questions must be sent to purchasing@northportfl.gov Please do not ask City Staff on tour any questions.

Q4: Will this project require fencing around lift stations?
A4: This project does not include fencing.

Q5: I don't see the depth of well for the suction line?
A5:

Pump Station #	Address	Wet Well Diameter	Wet Well Depth
23	6142 Bolander Terr.	6 ft	15.6 ft
25	5798 Kenwood Dr	8 ft	23 ft
30	5033 Kingsley Road	6 ft	15.3 ft
37	7503 Mayland Street	6 ft	16.8 ft
38	7539 Wexford Steet	6 ft	18.8 ft
39	14809 Tamiami Trail	8 ft	18 ft
43	5725 Greenwood Ave.	6 ft	15 ft
63	4028 Fairway Dr	12 ft	20 ft

Q6: Are we attaching to existing pump out, not adding new ones to replace them is that correct?
A6: Attach to existing.

Q7: Has there anything changed with Section 3 in the last 3 years?
A7: Please review Section 3 documentation included in the bid.

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

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

CONSTRUCTION DRAWINGS
FOR THE

PUMP STATION DIESEL PUMP INSTALLATION

DRAWING INDEX		
SHEET#	DWG	NAME & DESCRIPTION
FIG 01	01	COVER AND DRAWING INDEX
FIG 02	02	LOCATION AND KEY MAPS
FIG 03	03	GENERAL NOTES
FIG 23	23	LS23 - 6142 BOLANDER TERRACE
FIG 25	25	LS25 - 5798 KENWOOD DRIVE
FIG 30	30	LS30 - 5033 KINGSLEY ROAD
FIG 37	37	LS37 - 7503 MAYLAND STREET
FIG 38	38	LS38 - 7539 WEXFORD STREET
FIG 39	39	LS39 - 14809 TAMIAMI TRAIL
FIG 43	43	LS43 - 5725 GREENWOOD AVENUE
FIG 63	63	LS63 - 4028 FAIRWAY DRIVE
DETAILS	04	DETAILS

BOARD OF CITY COMMISSIONERS

DEMETRIUS PETROW
District 1

BARBARA LANGDON
District 2

DAVID DUVAL
District 3

PETE EMRICH, VICE MAYOR
District 4

PHIL STOKES, MAYOR
District 5

ALFRED JEROME FLETCHER II ICMA-CM, MPA
CITY MANAGER

JULIE BELLIA
Assistant City Manager

JASON YARBOROUGH
Assistant City Manager

MICHAEL ACOSTA, PE
Utilities Engineering Manager

UTILITY OFFICE

6644 WEST PRICE BOULEVARD
NORTH PORT, FL 34291
PHONE: 941-240-8000

PREPARED FOR:
CITY OF NORTH PORT

ADDENDUM NO.1
NOT FOR CONSTRUCTION

OCTOBER 2025

REV	DATE	DESCRIPTION	BY
1	10/2025	ADDENDUM NO.1	VVV,PFH
0	08/2025	ISSUED FOR BID	VVV,PFH

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY WESTON HAGGEN ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 471.025, F.S., AND RULE 61G15-23, F.A.C.

ALL SHEETS HEREIN.

CHA CONSULTING, INC.
CERTIFICATE OF AUTHORIZATION #28386
2502 N ROCKY POINT DRIVE, SUITE 145
TAMPA, FL 33607
TEL: (813) 549-0919

CHA Project No. 093378

Parent Sheet Set: K7 093378_NorthPort PS DieselPumps
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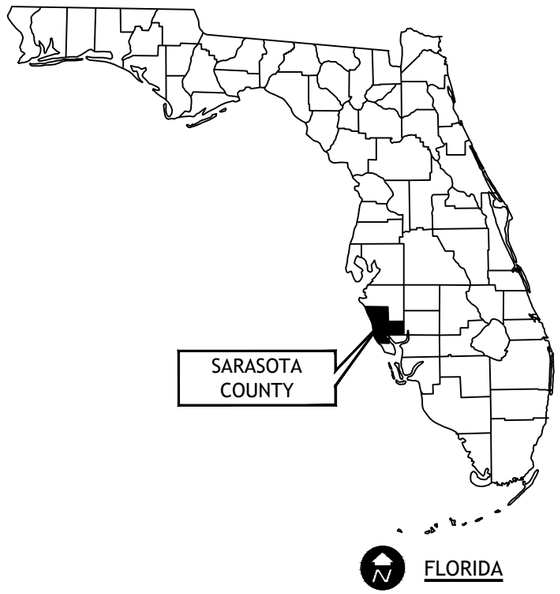
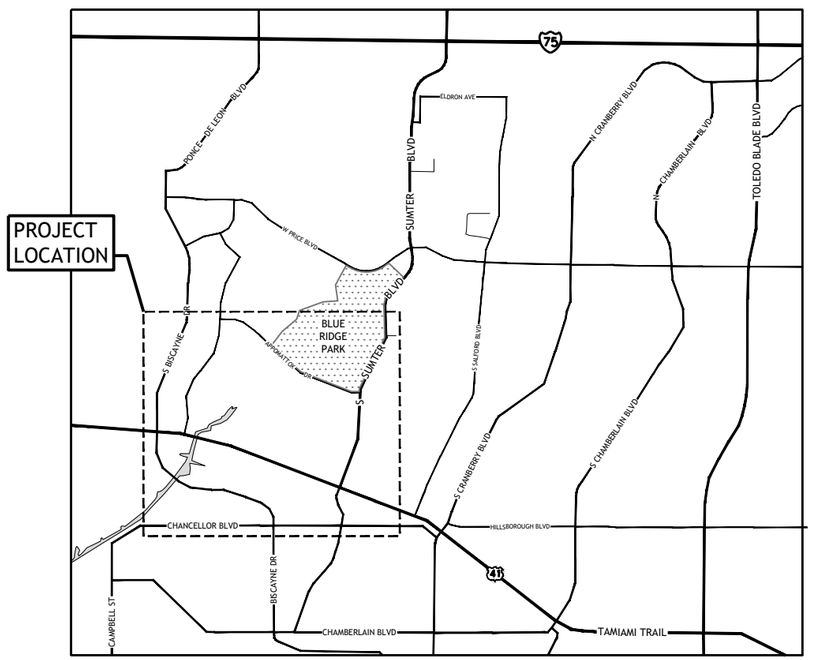
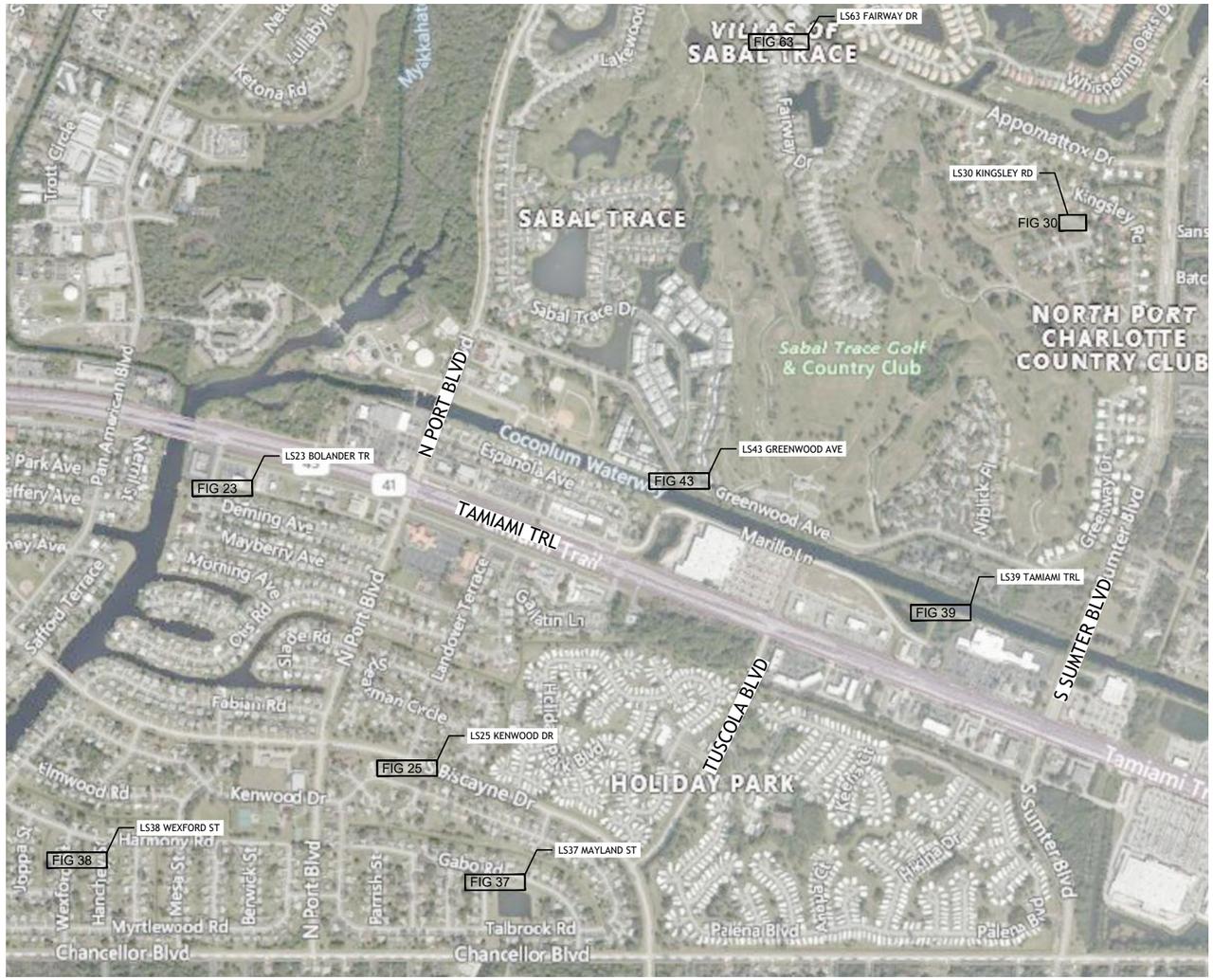




LOCATION MAP
SCALE: N.T.S.



KEY MAP
0 600' 1200'

NorthPort FLORIDA	CHA CONSULTING, INC. CERTIFICATE OF AUTH. 28386 2502 N ROCKY POINT DR SUITE 145 TAMPA, FL 33607 (813) 549-0919	THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY WESTON HAGGEN. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	Designed ESW Drawn VVV,PFH Reviewed WTH Approved WTH Date 08/2025 LINE IS 1" AT FULL SIZE	CITY OF NORTH PORT PUMP STATION DIESEL PUMP INSTALLATION LOCATION AND KEY MAPS	093378 FIGURE FIG 02

Parent Sheet Set: K7 093378_NorthPort PS DieselPumps
Saved: 8/21/2025 1:24:17 PM Plotted: 10/24/2025 12:39:33 PM Current User: Vanata, Violet LastSavedBy: 7623
File: C:\Users\7623\OneDrive - CHA Consulting, Inc\Desktop\093378 - NP PS Diesel Pumps\G02.dwg

GENERAL NOTES:

1. NORTH PORT UTILITIES (NPU) STANDARD SPECIFICATIONS AND STANDARD DETAILS SHALL GOVERN ALL UTILITY WORK. UNDER CERTAIN CIRCUMSTANCES THE STANDARD SPECIFICATIONS AND/OR STANDARD DETAILS MAY BE MODIFIED BY THE SPECIAL PROVISION SECTION OF THE CONTRACT DOCUMENTS IN WHICH CASE THE SPECIAL PROVISIONS SHALL PREVAIL. WHEN A CONFLICT EXISTS AMONG THE REQUIREMENTS OF A REFERENCED MATERIAL OR INSTALLATION STANDARD, THE REQUIREMENTS OF NPU SHALL PREVAIL. WHERE THE REQUIREMENTS OF A STATE OR LOCAL AGENCY HAVING JURISDICTION ARE MORE STRINGENT, THOSE REQUIREMENTS SHALL PREVAIL.
2. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED CITY AND STATE PERMITS PRIOR TO COMMENCING WORK AND SHALL KEEP ONE COPY OF ALL ISSUED PERMITS AT THE SITE AT ALL TIMES DURING CONSTRUCTION.
3. THE CONTRACTOR SHALL ASSURE COMPLIANCE WITH ANY OSHA, EPA, AND/OR OTHER FEDERAL OR STATE OF FLORIDA RULES, REGULATIONS, OR OTHER REQUIREMENTS, AS EACH MAY APPLY.
4. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE ONE CURRENT COPY OF NPU SPECIFICATIONS AND DESIGN DETAILS AND ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING ENGINEERING DRAWINGS, SPECIFICATIONS, SPECIAL PROVISIONS, ETC. NO FIELD CHANGES OR DEVIATION FROM THE CONTRACT DOCUMENTS SHALL BE MADE BY THE CONTRACTOR WITHOUT PRIOR NPU WRITTEN APPROVAL.
5. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES FROM DAMAGE. THE CONTRACTOR SHALL NOTIFY "SUNSHINE 811" PRIOR TO START OF CONSTRUCTION. THE EXISTING UTILITIES SHOWN ON THE ENGINEERING DRAWINGS ARE FOR DESIGN PURPOSES ONLY. THE CONTRACTOR SHALL MARK LOCATIONS OF UTILITIES BY PAINTING AND/OR FLAGGING THE UTILITY ALIGNMENT. THE CONTRACTOR SHALL PERFORM EXPLORATORY EXCAVATION(S) TO FIELD VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COMPLY WITH ALL LAWS AND ORDINANCES COVERING THE PROTECTION OF SUCH WORK AND THE SAFETY MEASURES TO BE EMPLOYED THEREIN.
6. THE CONTRACTOR SHALL REVIEW THE SITE CONDITIONS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BRING DISCREPANCIES TO THE ATTENTION OF THE ENGINEER PRIOR TO COMMENCING WORK.
7. THE CONTRACTOR SHALL CONTACT THE APPLICABLE CITY DEPARTMENTS AND ALL OTHER UTILITY COMPANIES A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
8. THE CONTRACTOR SHALL COORDINATE WITH NPU TO ENSURE ALL AFFECTED UTILITY CUSTOMERS ARE NOTIFIED 48 HOURS IN ADVANCE IF WATER AND/OR SEWER SERVICE WILL BE INTERRUPTED DURING CONSTRUCTION.
9. IF EXISTING VALVES OR FITTINGS ARE NOT RESTRAINED PROPERLY, THE CONTRACTOR SHALL RESTRAIN EXISTING UTILITIES IN ACCORDANCE WITH NPU REQUIREMENTS AS APPROVED BY NPU.
10. THE CONTRACTOR SHALL INSTALL INCIDENTAL FITTINGS REQUIRED TO RESOLVE CONFLICTS BETWEEN EXISTING AND PROPOSED UTILITIES AS DETERMINED IN THE FIELD UNLESS OTHERWISE SHOWN ON THE PLANS. ALL MATERIALS, EQUIPMENT, AND LABOR TO RESOLVE INCIDENTAL CONFLICTS SHALL BE PAID FOR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS.
11. ALL VALVES SHALL BE INSTALLED OUTSIDE OF PAVEMENTS UNLESS OTHERWISE SPECIFICALLY SHOWN ON THE PLANS OR APPROVED BY NPU.
12. THE CONTRACTOR SHALL INSTALL ALL OPEN TRENCH BURY PIPE IN AN UPRIGHT VERTICAL POSITION SO ALL LETTERING AND/OR STRIPING CAN BE READ FROM ABOVE. DIRECTIONAL BORE HDPE PIPE SHALL MEET THIS REQUIREMENT TO THE EXTENT POSSIBLE.
13. THE CONTRACTOR SHALL PUSH HOME ALL SPIGOT ENDS OF PVC AND/OR DI PIPE INTO BELL ENDS WITHIN 1/2" OF THE MANUFACTURER'S INSERTION MARK. IF PIPE IS CUT, THE CONTRACTOR SHALL REPLACE AN INSERTION MARK FROM NEW END OF PIPE AS SHOWN ON THE ORIGINAL PIPE.
14. ALL STAINLESS STEEL SHALL BE 316 AUSTENITIC, NON-MAGNETIC, UNLESS OTHERWISE APPROVED BY NPU.
15. METALLIC WARNING TAPE MUST BE INSTALLED IN ACCORDANCE WITH NPU STANDARD DETAILS AND NPU STANDARD SPECIFICATIONS.

DUCTILE IRON EXTERNAL PROTECTIVE COATING

ALL EXPOSED DUCTILE IRON UTILITIES SHALL BE PAINTED AS FOLLOWS IN ACCORDANCE WITH NPU PAINTING SPECIFICATIONS:

TYPE	COLOR DESIGNATION*
POTABLE WATER LINES	BLUE (PANTONE 287)
POTABLE WATER VALVE CAPS	BLUE (PANTONE 287)
FIRE LINES	ANSI SAFETY RED (PANTONE 485)
FIRE LINE VALVE CAPS	ANSI SAFETY RED (PANTONE 485)
WASTEWATER LINES	ANSI SAFETY GREEN (PANTONE 341C)
WASTEWATER VALVE CAPS	ANSI SAFETY GREEN (PANTONE 341C)
RECLAIMED WATER LINES	PURPLE (PANTONE 522C)
RECLAIMED WATER VALVE CAP	PURPLE (PANTONE 522C)
FIRE HYDRANTS	SHERWIN-WILLIAMS SAFETY YELLOW #7543
FIRE HYDRANT VALVE CAPS	SHERWIN-WILLIAMS SAFETY YELLOW #7543

**EQUIVALENT COLORS MATCHING THESE COLORS ARE ACCEPTABLE. PROVIDE WITH SHOP DRAWING SUBMITTAL DIRECT COLOR COMPARISONS OF COLOR NUMBERS AVAILABLE FROM MANUFACTURER SUBMITTED.*

CONSTRUCTION IN STREETS AND ROAD RIGHT-OF-WAYS:

1. OPEN ROAD CUTS REQUIRE PRIOR APPROVAL/PERMIT OF THE CITY, STATE, OR OTHER AGENCY HAVING JURISDICTION. CONSTRUCTION WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY SHALL CONFORM TO FLORIDA DOT CONSTRUCTION STANDARDS.
2. THE CONTRACTOR SHALL MAINTAIN PEDESTRIAN TRAFFIC AT THE JOB SITE DURING CONSTRUCTION IN ACCORDANCE WITH THE PERMIT AND SAFETY REQUIREMENTS FOR THE PROJECT. PROPER DETOUR SHALL BE PROVIDED AS NECESSARY.
3. EXCAVATION SHALL BE CONDUCTED IN A MANNER TO CAUSE THE LEAST POSSIBLE INTERRUPTION TO TRAFFIC. WHERE TRAFFIC MUST CROSS EXCAVATIONS, THE CONTRACTOR SHALL PROVIDE SUITABLE BRIDGES AT STREET INTERSECTIONS AND DRIVEWAYS.
4. NOT MORE THAN ONE BLOCK OF EXCAVATION SHALL BE OPEN PER CREW AT ANY ONE TIME, AND THIS DISTANCE SHALL BE REDUCED IF CONSTRUCTION CAUSES EXCESSIVE INTERFERENCE WITH TRAFFIC. EXCAVATED OR OTHER MATERIAL STORED ADJACENT TO OR PARTIALLY UPON A ROADWAY PAVEMENT SHALL BE ADEQUATELY MARKED FOR TRAFFIC AND PEDESTRIAN SAFETY AT ALL TIMES. ALL EXCAVATED AND/OR STORED MATERIAL SHALL BE REMOVED FROM THE PAVEMENTS AT THE END OF THE WORK DAY UNLESS OTHERWISE PROVIDED FOR IN THE CONTRACT DOCUMENTS.
5. THE CONTRACTOR SHALL CARRY OUT THE WORK SO AS NOT TO DENY REASONABLE ACCESS TO PRIVATE PROPERTY. ALL ACCESS SHALL BE RESTORED AT THE END OF THE WORK DAY.
6. ALL UTILITY ACCESS MANHOLES, VALVES, AND FIRE HYDRANTS AND MAIL BOXES SHALL BE ACCESSIBLE AT ALL TIMES DURING CONSTRUCTION.
7. ROAD SURFACE RESTORATION SHALL BE PERFORMED IN ACCORDANCE WITH CITY, FDOT, OR OTHER AGENCY REQUIREMENTS.
8. THE CONTRACTOR SHALL REPLACE ALL PAVEMENT MARKINGS DAMAGED DURING THE PROJECT.

TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC:

1. TRAFFIC CONTROL ON ALL CITY AND STATE HIGHWAY RIGHT-OF-WAYS SHALL COMPLY WITH THE REQUIREMENTS OF THE US DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND REQUIREMENTS OF THE STATE AND/OR ANY OTHER LOCAL AGENCY HAVING JURISDICTION.
2. WORK AFFECTING TRAFFIC ON ANY CITY STREET, ROADWAY, RIGHT-OF-WAY, BIKE PATH, OR SIDEWALK REQUIRES THE PREPARATION AND SUBMITTAL OF MAINTENANCE OF TRAFFIC (MOT) PLAN BY THE CONTRACTOR TO NPU. THE MOT PLAN SHALL BE APPROVED BY THE PUBLIC WORKS ENGINEER OR HIS/HER DESIGNEE PRIOR TO THE START OF CONSTRUCTION.
3. WORK AFFECTING TRAFFIC ON ANY STATE ROAD OR HIGHWAY REQUIRES THE PREPARATION AND SUBMITTAL OF A MOT PLAN BY THE CONTRACTOR TO THE FDOT. THE MOT PLAN SHALL BE APPROVED BY THE FDOT PRIOR TO THE START OF CONSTRUCTION.
4. THE CONTRACTOR SHALL BE IN FULL COMPLIANCE WITH THE APPROVED MOT PLAN AT ALL TIMES.
5. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL TRAFFIC CONTROL SIGNS AND DEVICES, BARRICADES, FLASHERS, ETC., IN WORKING CONDITION AT ALL TIMES.
6. ROAD CLOSURE WHETHER TEMPORARY ON A DAILY BASIS OR PERMANENTLY DURING CONSTRUCTION REQUIRES THE APPROVAL OF A DETOUR PLAN BY THE AGENCY OR AGENCIES HAVING JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL TEMPORARY SIGNAGE WHEN THE ROADWAY IS TO BE CLOSED OR TRAFFIC DETOURED. WHEN ROAD CLOSURES ARE TEMPORARY ALL STREETS SHALL BE RE-OPENED TO TRAFFIC BY THE END OF THE WORK DAY AND ALL DETOUR SIGNS COVERED OR REMOVED. WHEN ROADS ARE PERMANENTLY CLOSED DURING CONSTRUCTION ACCESS MUST BE PROVIDED TO PROPERTIES LOCATED ON THE CLOSED ROAD AT THE END OF EACH WORK DAY AND ON WEEKENDS.
7. DURING NON-DAYLIGHT HOURS OR RESTRICTED VISIBILITY, THE CONTRACTOR SHALL PROPERLY ILLUMINATE THE WORK BY THE INSTALLATION AND MAINTENANCE OF SUITABLE LIGHTS OR FLARES ESPECIALLY ALONG OR ACROSS THOROUGHFARES.

ENVIRONMENTAL REQUIREMENTS:

1. THE CONTRACTOR SHALL FOLLOW FDEP'S NPDES STORMWATER PROGRAM FOR THE USE OF BEST MANAGEMENT PRACTICES (BMP'S) TO MINIMIZE EROSION AND SEDIMENTATION AND TO PROPERLY MANAGE RUNOFF. IF NECESSARY, THE CONTRACTOR WILL BE RESPONSIBLE TO OBTAIN NECESSARY PERMIT'S AND MAINTAIN A STORMWATER POLLUTION PREVENTION PLAN.
2. PRIOR TO THE START AND DURING CONSTRUCTION ACTIVITIES, FOR AREAS WITHIN AND ADJOINING THE LIMITS OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE PROTECTION BARRICADES/SILT FENCES/ADEQUATE MEASURES IN ACCORDANCE WITH CITY, COUNTY, AND STATE REQUIREMENTS FOR ALL DESIGNATED TREES/PLANTS TO BE PROTECTED, WETLANDS, THREATENED AND/OR ENDANGERED SPECIES, ETC.

BEDDING, BACKFILL, AND COMPACTION:

1. ALL PIPES AND BEDDING MATERIAL SHALL BE NEW MATERIAL UNLESS OTHERWISE APPROVED BY NPU.
2. BEDDING AND BACKFILL MATERIALS SHALL BE IN ACCORDANCE WITH NPU TECHNICAL SPECIFICATIONS 311020 AND 311030.
3. BACKFILLING OF TRENCHES SHALL NOT BE ALLOWED UNTIL THE WORK HAS BEEN APPROVED BY NPU. WORK BACKFILLED OR CONCEALED WITHOUT THE KNOWLEDGE OF NPU SHALL BE UNCOVERED OR EXPOSED FOR INSPECTION AT NO COST TO THE OWNER.
4. READY-MIX FLOWABLE FILL OR CONTROLLED LOW STRENGTH MATERIAL (CLSM) MAY BE SUBSTITUTED AS AN ALTERNATIVE TO COMPACTED SOIL WITH THE APPROVAL OF NPU OR WHERE SHOWN ON THE PLANS. APPLICATIONS FOR THE MATERIAL INCLUDE BEDDINGS, ENCASEMENTS, CLOSURES FOR TANKS AND PIPES, AND GENERAL BACKFILL APPLICATIONS FOR TRENCHES AND ABUTMENTS. FLOWABLE FILL SHALL BE DESIGNED TO BE EXCAVATED AND PUMPED FOR APPLICATIONS WHERE STRENGTH IS MORE IMPORTANT THAN EXCAVATABILITY. IF FLOWABLE FILL IS SPECIFIED, ULTIMATE COMPRESSIVE STRENGTH SHALL BE LESS THAN 200 PSI AT 28 DAYS. FLOWABLE FILL IS NOT ACCEPTABLE FOR USE AS BACKFILL UNDER PAVEMENT, SIDEWALKS, OR OTHER HARD SURFACES UNLESS OTHERWISE APPROVED IN WRITING BY THE AUTHORITY WITH JURISDICTION.
5. THE CONTRACTOR SHALL COMPACT ALL PORTIONS OF A TRENCH WITHIN 7.5 FEET OF EDGE OF PAVEMENT TO 98% DENSITY, FLORIDA METHOD 1-T 180, AND 95% FOR OTHER AREAS WITHIN THE RIGHT OF WAY. IF MORE STRINGENT COMPACTION REQUIREMENTS ARE SHOWN ON THE PLANS OR IN THE TECHNICAL SPECIFICATIONS, THEY SHALL PREVAIL.
6. COMPACTION OF BACKFILL MATERIAL UNDER PAVEMENT, SIDEWALKS, OR OTHER HARD SURFACES SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION.
7. DENSITY TESTS SHALL BE PERFORMED FOR EACH 6-INCH LIFT AT A MINIMUM OF ONE TEST PER 200 FEET OF TRENCH.
8. ALL WELL POINT HOLES UNDER PARKING, DRIVING, OR ROADWAY SURFACES SHALL BE BACKFILLED WITH CONCRETE IMMEDIATELY AFTER PULLING THE WELL POINTS. ALL OTHER WELL POINT HOLES SHALL BE BACKFILLED WITH FDOT NO. 89 STONE IMMEDIATELY AFTER REMOVING THE WELL POINTS UNLESS SPECIFIED OR DIRECTED TO DO OTHERWISE BY NPU.

MATERIALS AND METHODS OF CONSTRUCTION:

ALL MATERIALS AND CONSTRUCTION METHODS USED IN THE CONSTRUCTION OF NPU'S UTILITIES INCLUDING BUT NOT LIMITED TO PIPING, VALVES, FITTINGS, RESTRAINTS, FIRE HYDRANTS, BLOW-OFFS, GRAVITY SEWER MAINS, MANHOLES, LIFT STATIONS, WATER AND SEWER SERVICES AND ALL ASSOCIATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF NPU'S STANDARD DETAILS UNLESS OTHERWISE NOTED IN THE CONTRACT DOCUMENTS.

RESTORATION:

1. THE CONTRACTOR SHALL RESTORE ALL DISTURBED OR DAMAGED AREAS TO THE SAME OR BETTER CONDITION THAN THAT PRIOR TO THE START OF CONSTRUCTION.
2. ALL AREAS IN EXISTING RIGHT-OF-WAYS DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO EQUAL OR BETTER THAN THE ORIGINAL CONDITION AND GROUND COVER TO THE SATISFACTION OF THE LOCAL OR STATE AGENCY HAVING JURISDICTION.
3. ALL DISTURBED SWALE OR CANAL GRADES SHALL BE RESTORED TO THE GRADES AND ELEVATIONS THAT EXISTED PRIOR TO DISTURBANCE UNLESS OTHERWISE SPECIFIED ON THE PLANS OR IN THE TECHNICAL SPECIFICATIONS.
4. ALL CONCRETE RESTORATION (INCLUDING BUT NOT LIMITED TO DRIVEWAY AND SIDEWALK CONCRETE) SHALL BE TO THE NEAREST CONSTRUCTION JOINT.

BYPASS PUMP INSTALLATION NOTES:

1. NOTE THAT THE PLANS INCLUDED ARE FOR THE INTENT OF THE GENERAL LAYOUT OF THE BYPASS PUMP LOCATION AND PIPING CONNECTIONS REQUIRED. THE ACTUAL LAYOUT MAY VARY AND SHOULD BE FIELD COORDINATED WITH CITY UTILITY STAFF.
2. THE PLANS PROVIDED ARE BASED ON VISUAL OBSERVATION AND WERE NOT SURVEYED. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL EXPLORATORY EXCAVATIONS AND EVALUATING EACH SITE CONDITION PRIOR TO CONSTRUCTION.

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Reviewed	WTH
Approved	WTH
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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

093378

GENERAL NOTES

FIGURE
FIG 03

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NOTES

1. EXTEND EXISTING PLATOFRM WITH 25" TALL CONCRETE MASONRY UNIT (CMU) WALL ON PLATFORM.
2. EXISTING LIFT STATION HAS TWO (2) 11HP PUMPS, FLYGT MODEL 3127.007-0056 & 57, IMPELLER 248.
3. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

LS23 - 6142 BOLANDER TERRACE

093378

FIGURE
FIG 23

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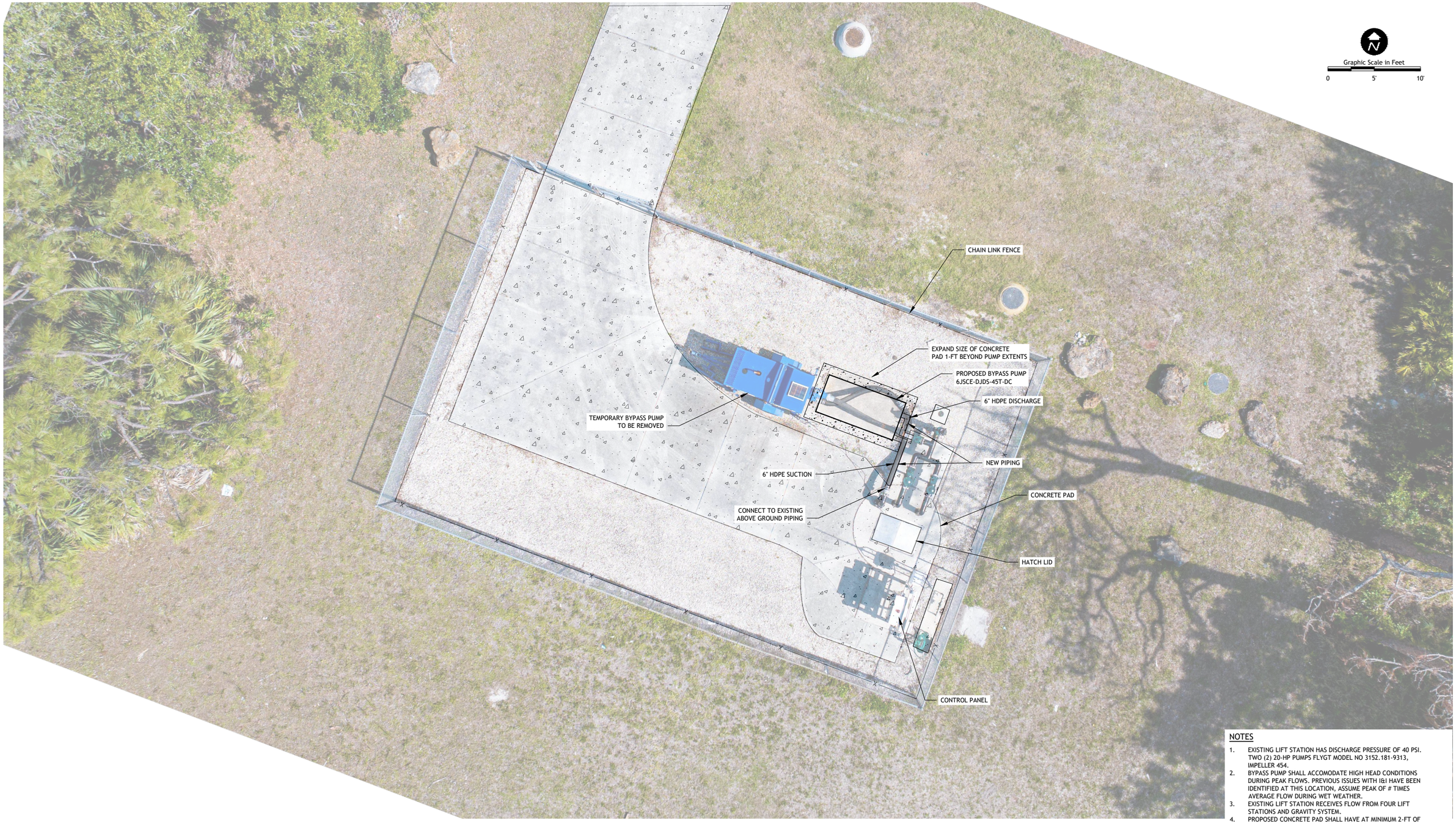

NOTES

1. EXISTING LIFT STATION HAS DISCHARGE PRESSURE OF 40 PSI. TWO (2) 20-HP PUMPS FLYGT MODEL NO 3152.181-9313, IMPELLER 454.
2. BYPASS PUMP SHALL ACCOMODATE HIGH HEAD CONDITIONS DURING PEAK FLOWS. PREVIOUS ISSUES WITH I&I HAVE BEEN IDENTIFIED AT THIS LOCATION, ASSUME PEAK OF # TIMES AVERAGE FLOW DURING WET WEATHER.
3. EXISTING LIFT STATION RECEIVES FLOW FROM FOUR LIFT STATIONS AND GRAVITY SYSTEM.
4. PROPOSED CONCRETE PAD SHALL HAVE AT MINIMUM 2-FT OF CLEARANCE FROM EDGE OF PAD TO PUMP.
5. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

LS25 - 5798 KENWOOD DRIVE

093378

FIGURE
FIG 25

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NOTES

1. EXISTING TWO (2) 7.5 HP PUMPS. FLYGT MODEL NO. CS3102, IMPELLER 462.
2. NEW PAD SHALL BE RAISED WITH A PATHWAY OVER THE EXISTING 2-FT WALL.
3. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

LS30 - 5033 KINGSLEY ROAD

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FIGURE
FIG 30

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NOTES

1. EXISTING TWO (2) 3 HP PUMPS. FLYGT MODEL NO. 3085.060-2040181 & 2040182, IMPELLER 462.
2. EXISTING GRAVITY SYSTEM HAS PROPOSED CIPP TO BE COMPLETED.
3. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

LS37 - 7503 MAYLAND STREET

093378

FIGURE
FIG 37

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Graphic Scale in Feet
0 5' 10'

NOTES
1. EXISTING TWO (2) 5 HP PUMPS. FLYGT MODEL NO. 3102.060-2080230 & 2080231, IMPELLER 463.
2. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

LS38 - 7539 WEXFORD STREET

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FIGURE
FIG 38

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NOTES

1. EXISTING TWO (2) 12 HP PUMPS. FLYGT MODEL NO. 3153.185-2140116 & 2140115, IMPELLER 466.
2. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

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LS39 - 14809 TAMIAMI TRAIL

FIGURE
FIG 39

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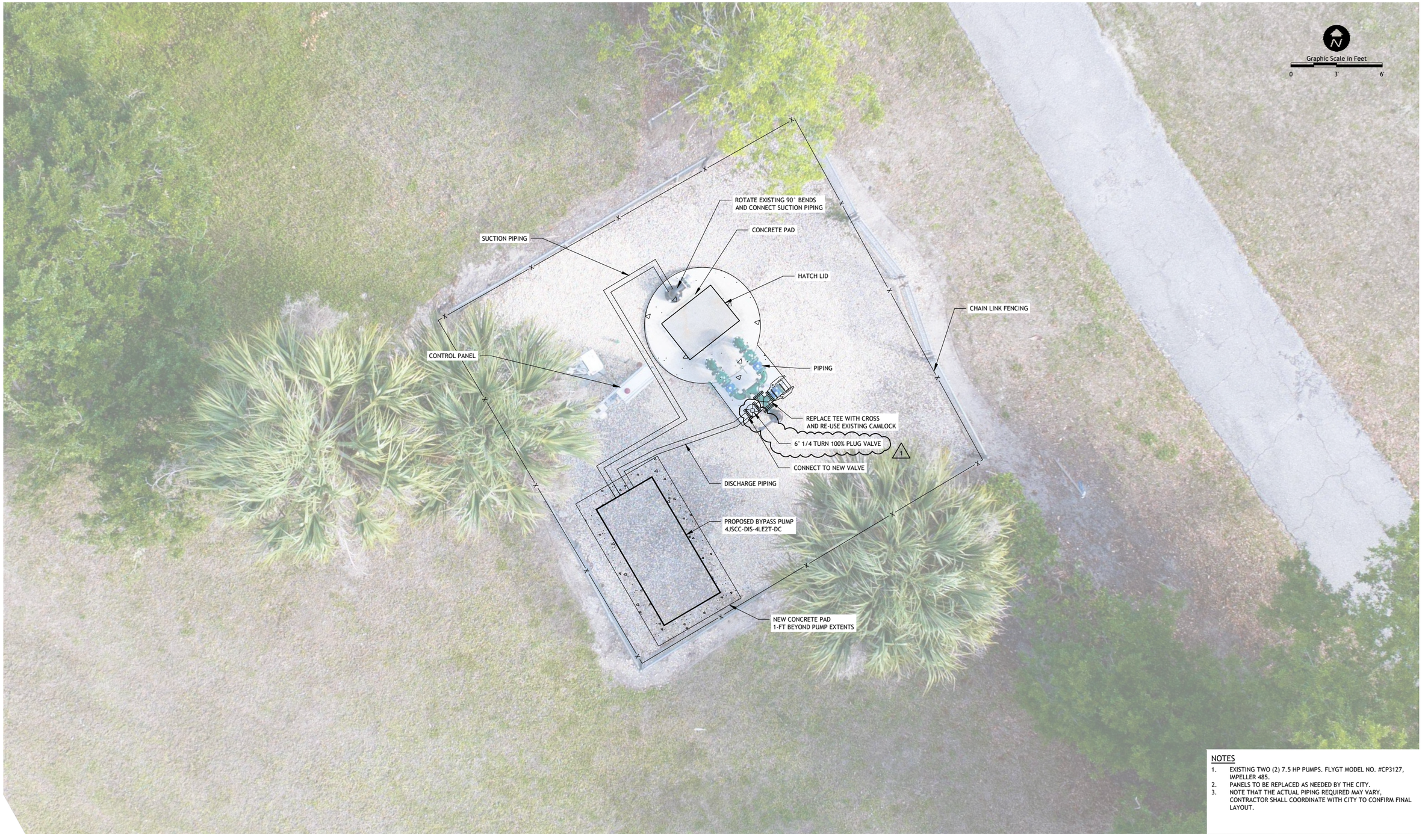

NOTES

1. EXISTING TWO (2) 7.5 HP PUMPS. FLYGT MODEL NO. #CP3127, IMPELLER 485.
2. PANELS TO BE REPLACED AS NEEDED BY THE CITY.
3. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

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LS43 - 5725 GREENWOOD AVENUE

FIGURE
FIG 43

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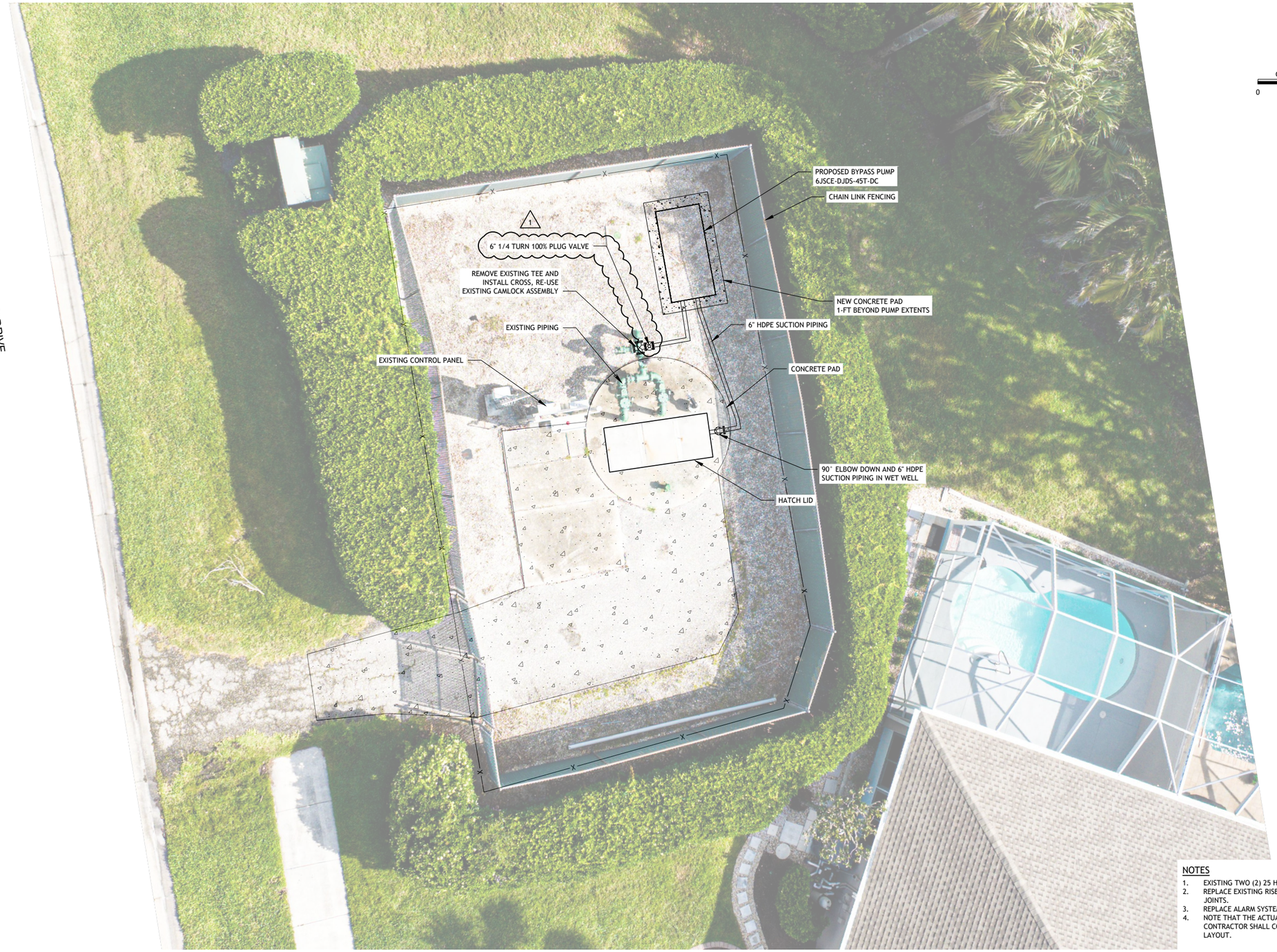

Graphic Scale in Feet
0 5' 10'

NOTES
1. EXISTING TWO (2) 25 HP FLYGT PUMPS.
2. REPLACE EXISTING RISER TO PIPE WITH 6" RISER TO FUSED JOINTS.
3. REPLACE ALARM SYSTEM.
4. NOTE THAT THE ACTUAL PIPING REQUIRED MAY VARY, CONTRACTOR SHALL COORDINATE WITH CITY TO CONFIRM FINAL LAYOUT.

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CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

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LS63 - 4028 FAIRWAY DRIVE

FIGURE
FIG 63

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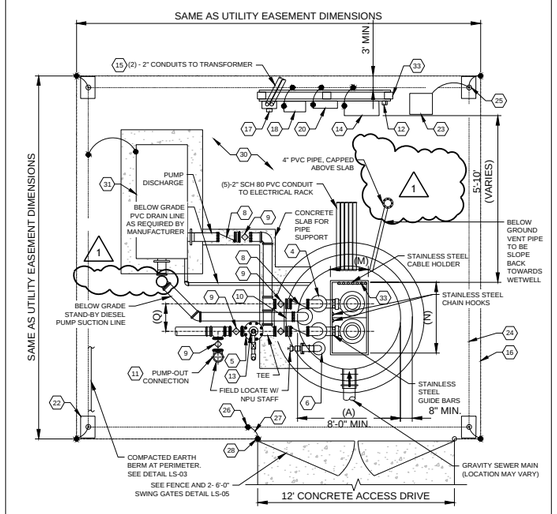


DIMENSION TABLE

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

NOTES:

1. ORIENTATION AND LOCATION OF PUMP STATION COMPONENTS MAY VARY, FIELD ADJUSTMENTS MAY BE REQUIRED.
2. SEE DETAIL LS-02 FOR SECTION VIEW.
3. CONTROL PANEL SIZE AND LOCATION MAY VARY, DEPENDING UPON STATION REQUIREMENTS. SEE SHEETS LS-06 AND LS-07.
4. ANTENNA SHALL BE ADJACENT TO CONTROL PANEL AND 3' MIN. FROM FENCE.

NorthPort FLORIDA	TYPICAL LIFT STATION WITH DIESEL PUMP - PLAN	DETAIL LS-01 SHEET 1 OF 2

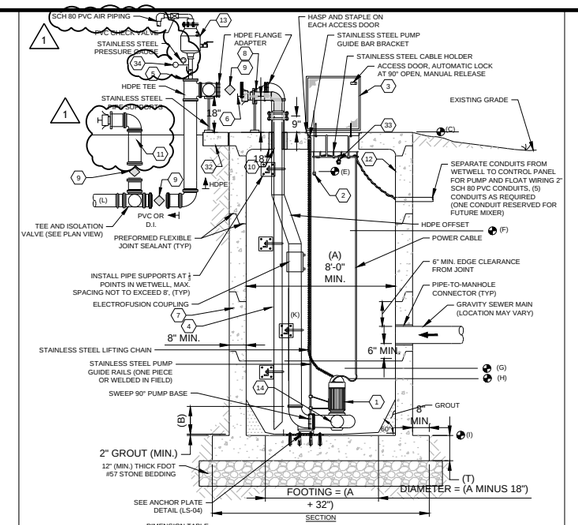
EQUIPMENT SPECIFICATIONS

MARK	
1	2 NOT USED
4	ALL PIPING IN THE WETWELL SHALL BE HDPE. ALL HDPE FITTINGS SHALL BE MOLDED. ABOVE GRADE PIPING SHALL BE DUCTILE IRON. CONNECTIONS TO FLANGED PIPING, VALVES, AND FITTINGS SHALL BE MADE WITH HDPE FLANGE ADAPTERS WITH STAINLESS STEEL BOLTING RINGS AND BOLTS.
5	TAPPED STAINLESS STEEL BLIND FLANGE OR COMPANION FLANGE FOR ANY CONNECTION. PROVIDE STAINLESS STEEL BALL VALVE AND PIPE NIPPLES TO CONNECT TO ARV.
6	COMBINATION SUCTION PIPE AND WETWELL VENT. SEE DETAIL LS-03.
7	NOT USED
8	CHECK VALVE
9	PLUG VALVE, COMPLETE WITH WRENCH
10	TOP OF WET WELL SUCTION BYPASS CONNECTION LOCATION. SEE DESIGN DRAWINGS FOR CONNECTION LOCATION.
11	DUCTILE IRON RISER WITH 6" CAM AND GROOVE MALE ADAPTER AND DUST CAP ABOVE GRADE.
12	GENERATOR RECEPTACLE
13	2" AIR RELEASE VALVE EQUIPPED WITH ONE WAY CHECK VALVE MOUNTED ON 2" STAINLESS STEEL PIPING. DISCHARGE SHALL BE PIPED TO WETWELL.
14	PUMP CONTROL PANEL. SEE DETAIL LS-06 AND LS-07.
15	ALL ELECTRICAL SERVICE TRANSFORMERS SHALL BE INSTALLED OUTSIDE OF PUMP STATION FENCE LINE
16	CHAIN LINK FENCE. SEE DETAIL LS-05.
17	POWER METER
18	SERVICE ENTRANCE RATED CIRCUIT BREAKER DISCONNECT WITH PADLOCKABLE HINGE
19	NOT USED
20	120V PANELBOARD / MINI POWER ZONE AS REQUIRED.
21	NOT USED
22	GROUND TEST WELL (TYP). SEE DETAIL LS-08.
23	TELEMETRY ANTENNA, SEE DETAIL LS-10. PROVIDE NEW ANTENNA LIGHTNING ROD, CONDUIT, AND DOWN CONDUCTOR PER DETAIL. ROUTE LIGHTNING ROD DOWN CONDUCTOR TO GROUND ROD AT BOTTOM OF TOWER. BOND GROUND ROD TO STATION GROUND MAT. SITE LIGHTING SHALL BE MOUNTED ON TOWER SECTION.
24	#4/0 BARE COPPER. SEE DETAIL LS-08 FOR ADDITIONAL REQUIREMENTS (TYP.)
25	3/4" X 20' COPPER-CLAD GROUND ROD (TYP.) SEE DETAIL LS-08.
26	EXOTHERMICALLY WELDED CONNECTION (TYP.)
27	#2 SOLID TINNED COPPER JUMPER (TYP.)
28	FENCE POST/GATE BONDING. SEE DETAIL LS-08.
29	NOT USED
30	GROUND SURFACE WITHIN PUMP STATION FENCE SHALL CONSIST OF <1" DIA STONE, 4" THICK, WITH GEOTEXTILE FILTER FABRIC
31	STAND-BY DIESEL PUMP WITH INTEGRATED FUEL TANK AND CONCRETE PAD. PER DETAIL LS-04.
32	NOT USED
33	HOSE BIBB. PROVIDE 2" WATER SERVICE PER PW-07. LOCATE METER AND BOX AT FENCE. THE RPZ BACKFLOW PREVENTER LOCATION SHALL BE COORDINATED WITH NPU STAFF.
34	RADAR LEVEL TRANSMITTER SHALL BE MOUNTED ON BRACKET IN MIDDLE OF WELL. SEE DETAIL LS-03 FOR MOUNTING PLATE DETAIL.

NOTES:

1. ALL STAINLESS STEEL SHALL BE TYPE 316.
2. BELOW GRADE VALVES SHALL HAVE A VALVE COLLAR PER DETAIL G-04.

NorthPort FLORIDA	TYPICAL LIFT STATION WITH DIESEL PUMP - PLAN	DETAIL LS-01 SHEET 2 OF 2



DIMENSION TABLE

(A)	WETWELL INSIDE DIAMETER	
(B)	DISTANCE FROM WETWELL FLOOR AND TOP OF DISCH. CONNECTION	
(C)	TOP OF WETWELL ELEVATION (SEE NOTE 1)	
(D)	INFLUENT PIPE INVERT ELEVATION	
(E)	HIGH WATER ALARM ELEVATION	
(F)	LAG PUMP ON ELEVATION (SEE NOTE 4)	
(G)	LEAD PUMP ON ELEVATION (SEE NOTE 4)	
(H)	ALL PUMPS OFF ELEVATION (SEE NOTE 2 & 4)	
(I)	TOP OF WETWELL FOOTING	
(K)	DIAMETER OF DISCHARGE RISER	
(L)	DIAMETER OF DISCHARGE FORCE MAIN	
(T)	THICKNESS OF FOOTING (MINIMUM 12")	

NOTES:

1. TOP OF WETWELL SHALL BE ABOVE THE FEMA 1-PERCENT-ANNUAL-CHANCE FLOOD ELEVATION.
2. SET ELEVATION H SO THAT THE MINIMUM SUBMERGENCE OF THE PUMPS IS 18", OR THE DEPTH RECOMMENDED BY THE MANUFACTURER, WHICHEVER IS GREATER.
3. ALL CONDUITS SHALL BE SEALED WITH DUCT SEAL PUTTY.
4. CONTROLLED BY RADAR LEVEL TRANSMITTER.

NorthPort FLORIDA	TYPICAL LIFT STATION - SECTION	DETAIL LS-02 SHEET 1 OF 2

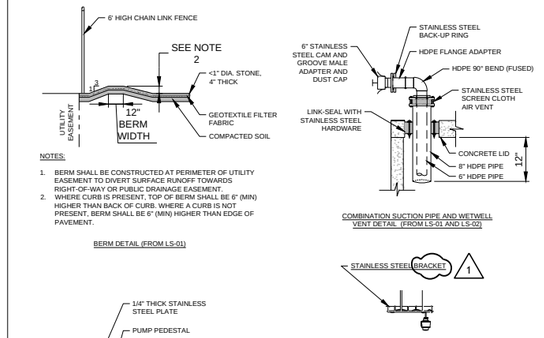
EQUIPMENT SPECIFICATIONS

MARK	
1	DUPLEX ___ INCH DISCHARGE SUBMERSIBLE SEWAGE PUMPS EQUIPPED WITH 230/460 VOLT OR 480 VOLT MOTORS. EACH PUMP SHALL HAVE THE CAPACITY AND RANGE SET FORTH ON THIS SHEET AS THE "REQUIRED PUMP PERFORMANCE CURVE". VERIFY PUMP LOCAL VOLTAGE PRIOR TO PLACEMENT OF PUMP ORDER.
2	LIQUID LEVEL REGULATORS, EACH PROVIDED WITH 60 FEET OF ELECTRICAL CABLE.
3	ACCESS DOOR WITH HINGED AND HASP EQUIPPED COVER, AUTOMATIC LOCK AT 90° OPEN, MANUAL RELEASE, TWO UPPER GUIDE HOLDERS, CHAIN HOOKS, AND CABLE HOLDERS.
4	ALL PIPING IN THE WETWELL SHALL BE HDPE. ALL HDPE FITTINGS SHALL BE MOLDED. ABOVE GRADE PIPING SHALL BE DUCTILE IRON. CONNECTIONS TO FLANGED PIPING, VALVES, AND FITTINGS SHALL BE MADE WITH HDPE FLANGE ADAPTERS WITH STAINLESS STEEL BOLTING RINGS AND BOLTS.
5	TAPPED STAINLESS STEEL BLIND FLANGE OR COMPANION FLANGE FOR ANY CONNECTION. PROVIDE STAINLESS STEEL BALL VALVE AND STAINLESS STEEL PIPE NIPPLES TO CONNECT TO ARV.
6	COMBINATION SUCTION PIPE AND WETWELL VENT. SEE DETAIL LS-03. SUCTION PIPE TO BE SET 1' ABOVE WETWELL BOTTOM.
7	WETWELL WITH TWO COATS OF APPROVED BITUMINOUS OR EPOXY SEALER ON EXTERIOR SURFACES PER NPU TECHNICAL SPECIFICATION 336020.
8	CHECK VALVE
9	PLUG VALVE, COMPLETE WITH WRENCH.
10	STAINLESS STEEL WALL PENETRATION ASSEMBLY, BLACK. SEE LS-03. ALL PENETRATIONS SHALL BE CORED IN THE FIELD.
11	DUCTILE IRON RISER WITH 6" CAM AND GROOVE MALE ADAPTER AND DUST CAP ABOVE GRADE.
12	INTERIOR COATING PER NPU TECHNICAL SPECIFICATION 336030.
13	2" AIR RELEASE VALVE EQUIPPED WITH ONE WAY CHECK VALVE MOUNTED ON 2" STAINLESS STEEL PIPING. DISCHARGE SHALL BE PIPED TO WETWELL.
14	VOLUTE PORT WITH BOLTED COVER FOR FUTURE MIX FLUSH SYSTEM (ONE PUMP ONLY).
15	31 NOT USED
32	CONCRETE SLAB FOR PIPE SUPPORT, 6" THICK WITH #5 @ 12" OC EW MID-DEPTH.
33	RADAR LEVEL TRANSMITTER SHALL BE MOUNTED ON BRACKET IN MIDDLE OF WELL. SEE DETAIL LS-03 FOR MOUNTING PLATE DETAIL.
34	PRESSURE NODE SHALL BE INSTALLED AND WIRED TO CTU IN PANEL.

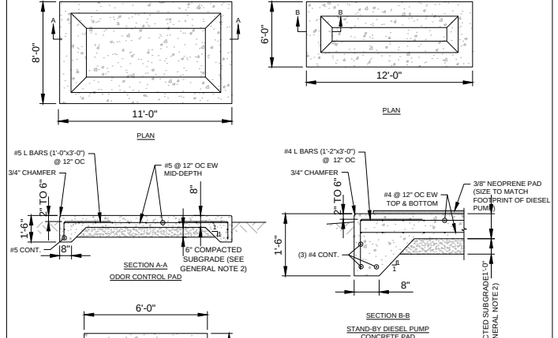
NOTES:

1. ALL STAINLESS STEEL SHALL BE TYPE 316.
2. BELOW GRADE VALVES SHALL HAVE A VALVE COLLAR PER DETAIL G-04.

NorthPort FLORIDA	TYPICAL LIFT STATION - SECTION	DETAIL LS-02 SHEET 2 OF 2



NorthPort FLORIDA	LIFT STATION DETAILS	DETAIL LS-03 SHEET 1 OF 2



GENERAL NOTES:

1. TOP OF CONCRETE PADS SHALL BE ABOVE THE FEMA 1-PERCENT-ANNUAL-CHANCE FLOOD ELEVATION.
2. SUBGRADE MATERIAL SHALL BE CRUSHED STONE PER NPU SPECIFICATION SECTION 311030. SUBGRADE SHALL BE COMPACTED TO MINIMUM 98% AS DETERMINED BY FDOT METHOD 1-T 180.
3. CONCRETE PADS SHALL HAVE A BROOM FINISH

STRUCTURAL NOTES:

1. ALL DIMENSIONS SHOWN ARE TYPICAL ONLY. CONTRACTOR TO VERIFY OVERALL SLAB SIZE WITH EQUIPMENT MANUFACTURER AND ENGINEER PRIOR TO CONSTRUCTION.

NorthPort FLORIDA	LIFT STATION CONCRETE DETAILS	DETAIL LS-04 SHEET 1 OF 1

NorthPort FLORIDA

CHA CONSULTING, INC.
CERTIFICATE OF AUTH. 28386
2502 N ROCKY POINT DR
SUITE 145
TAMPA, FL 33607
(813) 549-0919

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY WESTON HAGGEN. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Designed	ESW
Drawn	VVV,PFH
Reviewed	WTH
Approved	WTH
Date	08/2025

LINE IS 1" AT FULL SIZE

CITY OF NORTH PORT
PUMP STATION DIESEL PUMP INSTALLATION

093378

DETAILS

FIGURE
DETAILS

Parent Sheet Set: K7 093378_NorthPort PS DieselPumps
Saved: 10/29/2025 8:34:57 AM Plotted: 10/29/2025 8:36:02 AM Current User: Vanatta, Violet LastSavedBy: 7623
File: C:\Users\7623\OneDrive - CHA Consulting, Inc\Desktop\093378 - NP PS Diesel Pumps\093378_DETAILS.dwg

City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
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Email: purchasing@cityofnorthport.com

November 3, 2025
ADDENDUM 3

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, November 13, 2025

BID OPENING: November 13, 2025, 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*****

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Clarifications- Valve Revisions

Questions and Answers

Q1: For the diesel bypass pumps – will you accept a manufacturer substitution of equal specifications?
A1: No

Q2: Will you require flanged plug valves on diesel pump discharge piping to existing assembly tie-in for LS 43 and LS 63?
A2: Yes, refer to updated Drawings attached herein.

Q3: Are all diesel pump HDPE suction/discharge lines to be aerial? If so, what is the maximum distance between pipe stands?
Q3: Yes, all diesel pump HDPE suction/discharge lines to be aerial. Supports shall be required at all fittings and not to exceed 4-feet between pipe stands.

Q4: Do you require HDPE clean-out Tees on suction side of diesel pump (as shown in City detail specifications for new Lift Stations)?
A4: No, refer to updated Drawings/Specs

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E-mail: kraney@cityofnorthport.com

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

End of Addendum No.3

City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
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November 3, 2025
ADDENDUM 4

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, November 13, 2025

BID OPENING: November 13, 2025, AT 2:00 PM
4970 CITY HALL BOULEVARD, ROOM 337A, NORTH PORT, FLORIDA 34286
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Statement:

There have been no modifications to Davis Bacon Act Wage Determination #FL20250133 which was supplied in the advertised solicitation.

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

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November 4, 2025
ADDENDUM 5

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, November 13, 2025

BID OPENING: November 13, 2025, AT 2:00 PM
4970 CITY HALL BOULEVARD, ROOM 337A, NORTH PORT, FLORIDA 34286
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Q1: Per Typical Drawing LS01, please confirm whether suction piping is to be installed underground and discharge piping above ground at all eight locations.
A1: All pipe shall be above grade.

Q2: Please confirm whether all piping components identified in LS01 are standard and identical for all eight locations.
A2: The piping components should be the same. Lengths and connections to existing piping will vary per site. Refer to Addendum 3 drawings for each station for additional detail.

Q3: Please provide the height of the CMU block wall shown on LS30.
A3: There are two CMU blocks above grade and there appears to be at least one CMU block below grade.

Q4: Please provide the dimensions and foundation depth of the existing raised platform at LS23.
A4: The existing slab is ~27-inches above grade.

Q5: Please confirm whether temporary bypass pumping will be required at all eight locations during their respective construction periods.
A5: Contractor is responsible for maintaining existing flow at each lift station and is considered means and methods of the contractor.

Q6: LS01 indicates an odor control unit. Please confirm whether odor control units are to be included in the Contractor's scope at all eight locations.
A6: Odor control units are not part of this project.

Q7: Are the bypass pumps to be connected to the Scada system? Will the contractor be responsible for this or will the City's service provider do this?
A7: Yes, the bypass pumps will need to have signal wires ran to the TC. The Contractor will need to have DFS come down and land the wires.

Q8: LS-01 detail note 32. As these are existing lift stations, doesn't water service already exist or this additional work?
A8: Adding water services are not part of the scope of work.

Q9: LS-02 detail note 34 Pressure node- cannot find any reference or specs for this?
A9: Adding pressure nodes are not part of the scope of work.

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Receipt of Addendum No. 5 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.5

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NORTH PORT, FLORIDA 34287
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November 4, 2025
ADDENDUM 6

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, November 13, 2025

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

Q1: Can existing suction piping be utilized for all lift stations?
A1: Yes, new piping shall connect to existing piping as shown on drawings.

Q2: LS23- can detail be provided for raising slab to match existing slab, can new slab be lower and pipe down to Bypass pump?
A2: Selected Contractor shall provide a shop drawing with a foundation plan signed by a Florida PE to meet loading of the approved diesel pump.

Q3: LS25- Note 4 states 2 ft minimum edge of slab to pump, drawing shows 1ft. Which is correct?
A3: 1 foot.

Q4: LS30- Can existing wall be removed and slab poured to match existing slab vs pathway over wall, with new Enclosure built around new pump slab?
A4: Yes, the plan is to remove the existing wall where the diesel pump and new slab will be installed.

Q5: LS39- No pad size provided.
A5: The concrete slab shall extend at least one foot past the approved diesel pump.

Q6: LS43- Proposed route of suction pipe does not appear to fit between wet well and equipment rack. If suction Connection is rotated 180 degrees vs 90, 3 elbows could be eliminated. Would this be acceptable?
A6: Yes this would be acceptable.

Q7: LS63- More detail is needed for Note 3-Replace alarm system.
A7: Match existing alarm system on control panel.

Q8: Are breakers available in control panels to power 120v circuit for battery chargers in bypass pumps?? If not, what brand is needed to match existing breakers??
A8: This is not known at this time.

Q9: Are the suction and discharge locations connected on the bypass pumps to be designed as shown on the plans with both connections on the front of the pump? Can the discharge connection be on the side of the pump?
A9: Suction and discharge locations of the pumps may change based on the approved diesel pump. What is shown is for reference.

Q10: Please confirm if a new TELEMETRY CONTROL UNIT (TCU) is needed at each lift station. If so, please clarify how this will integrate with the existing system.
A10: No, replacing TCU is not part of the scope.

Q11: Does the City want pipe stands to support the HDPE suction and discharge pipes?
A11: Yes.

Q12: At lift station 23, all of the current piping is 4", but the plans call for new 6" piping with a 4" pump. Please confirm piping size.
A12: New piping shall match existing piping. Existing piping is 4" and proposed shall be 4".

Q13: At lift station 63, existing suction is 4", bypass is 6", do we need to upsize the 4" suction pipe?
A13: Yes, see drawing which shows new 6" suction piping.

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

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November 4, 2025
ADDENDUM 7

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, November 13, 2025

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Q1: On lift station 23 (6142 Bolander Terrace) there is a electrical meter where the plans call out to extend the platform and concrete for the bypass pump. Will the contractor be responsible to relocate this or will the City of North Port be moving this before installation of the bypass pump?

.

A1: The meter has been relocated to the backside of the panel.

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

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November 7, 2025
ADDENDUM 8

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, ~~November 13, 2025~~ November 19, 2025

BID OPENING: November 13, 2025, AT 2:00 PM
4970 CITY HALL BOULEVARD, ROOM 337A, NORTH PORT, FLORIDA 34286
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DUE DATE: 2:00 PM, ~~November 13, 2025~~ November 19, 2025

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Receipt of Addendum No.8 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.8

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November 13, 2025
ADDENDUM 9

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, November 19, 2025

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Q1: Does any portion of the Section 3 application need to be submitted with our bid if we are not a qualified Section 3 Business?

A1: If the contractor is unable to identify or hire a Section 3 subcontractor, the contractor is required to submit documentation demonstrating good faith efforts to comply with Section 3 regulations (24 CFR § 75.15(b) and § 75.25(b)). This documentation should clearly describe the specific challenges or obstacles encountered in attempting to engage Section 3 businesses.

Examples of acceptable documentation include:

- Evidence of searching the national Section 3 Business Registry for qualified businesses.
- A list of all Section 3 businesses contacted, including contact information, dates, and the outcome of each contact.
- Records of meetings, notes, or minutes from pre-bid meetings or other communications where Section 3 requirements were discussed.
- Descriptions of any other outreach or efforts made to comply with Section 3, even if they did not result in a contract award.

The contractor is also encouraged to reach out to businesses located within the project area, notify them of contracting opportunities, and engage with local HUD offices, minority/women business assistance offices, and community organizations as part of these efforts.

Q2: Please provide more detailed information, plans, or specifications regarding the electrical, controls, and instrumentation scope required per the contract.

A2: The contractor is responsible for furnishing and installing all electrical, controls, and instrumentation components for a complete and operational diesel bypass pump system, as described in the technical specifications and shown on the contract drawings.
Work includes power supply, wiring, conduit, control panels, instrumentation, integration with existing SCADA/telemetry, and all testing/startup procedures for the diesel bypass pump system.
The existing control panels are not planned to be replaced.
All work must comply with City of North Port Utilities standards, the National Electrical Code, and all applicable regulations.

Q3: Are the Section 3 Business Application/Forms required to be submitted with the bid if our company, subcontractors or employees are not section 3?

a. If, yes, Can a fillable application of the forms be provided, the documents found in the bid forms (after attachment 25) have a waterwork "SAMPLE" on them, can a fillable application be provided?

A3: If the contractor does not need to use subcontractors to complete a Section 3 covered job, the contractor is still required to supply documentation demonstrating compliance with Section 3 requirements. This documentation should primarily focus on the contractor's own labor hours and qualitative efforts to meet Section 3 goals.
Key documentation includes:

- Total labor hours worked on the project
- Section 3 worker hours
- Worker certifications
- Payroll data
- Narrative of qualitative efforts to provide economic opportunities to Section 3 workers
- Section 3 Compliance Report
- Inclusion of the Section 3 contract clause

Even without subcontractors, the contractor remains responsible for providing economic opportunities to low- and very low-income individuals through hiring and employment practices on the project. All efforts and outcomes related to Section 3 compliance must be properly documented and submitted as part of the project records.
The Section 3 Compliance Information forms are on pages 136 and 137.

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Receipt of Addendum No.9 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.9

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November 14, 2025
ADDENDUM 10

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, ~~November 19, 2025~~ December 4, 2025

BID OPENING: December 4, 2025, AT 2:00 PM
4970 CITY HALL BOULEVARD, ROOM 337A, NORTH PORT, FLORIDA 34286
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DUE DATE: 2:00 PM, ~~November 19, 2025~~ December 4, 2025

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Receipt of Addendum No.10 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.10

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November 20, 2025
ADDENDUM 11

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, December 4, 2025

BID OPENING: December 4, 2025, AT 2:00 PM
4970 CITY HALL BOULEVARD, ROOM 337A, NORTH PORT, FLORIDA 34286
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Statements:

- There have been no modifications to Davis Bacon Act Wage Determination #FL20250133 which was supplied in the advertised solicitation.
- Section 3: See attached list, contacting these interested parties (if they fit the type of work being done) will count as efforts to hire Section 3 workers?
- Additional Addenda Acknowledgement page attached .

Keith Raney
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E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 11 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.11

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

Date:_____

Signed (P*erson authorized to bind the company*): _____

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

THIS PAGE MUST BE COMPLETED AND SUBMITTED

Section 3 Interest Form

Section 3 Registry

	Date	Form Title	First Name	Email	Last Name	Phone Number	Trade	Other	Income Level	County	Business Concern
1	12/16/24 9:41 AM	Exhibit C Business Concern	Matthew	matthunterplumbing1@gmail.com	Hunter	9414235813	Plumber		$0-$30,000	Sarasota	Yes
2	02/10/25 3:34 PM	Exhibit A - Self Certify	Ariel	aleariel027@gmail.com	Gonzalez	9413407673	Carpentry Electrician General construction laborer Landscaper Masonry Other Plumber Roofing laborer Window/door installation	driver	$0-$30,000	FL	
3	11/10/25 10:19 AM	Exhibit A - Self Certify	Patricia	pabutler0135@gmail.com	Butler	402-306-9755	Electrician General construction laborer		$0-$30,000	Sarasota	
4	11/10/25 5:35 PM	Exhibit A - Self Certify	Christian	netto2002@yahoo.com	Brown	9418755544	Carpentry		$31,000-$60,000	Sarasota	

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December 2, 2025
ADDENDUM 12

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, ~~December 4, 2025~~ December 11, 2025

BID OPENING: December 4, 2025, 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 **~~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.

DUE DATE: 2:00 PM, ~~December 4, 2025~~ December 11, 2025

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

Receipt of Addendum No.12 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.12

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

December 5, 2025
ADDENDUM 13

TO: PROSPECTIVE BIDDERS

RE: RFB NO. 2025-42 Lift Station Diesel Bypass Pumps (Florida Department of Economic Opportunity's Rebuild Florida Infrastructure Repair Program)

DUE DATE: 2:00 PM, December 11, 2025

BID OPENING: December 11, 2025, 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 ~~**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.

Statements:

1. There have been **modifications** to Davis Bacon Act Wage Determination #FL20250133 which was supplied in the advertised solicitation.

See attached document

Keith Raney
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4970 City Hall Blvd.
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Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com

Receipt of Addendum No.13 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.13

"General Decision Number: FL20250133 12/05/2025

Superseded General Decision Number: FL20240133

State: Florida

Construction Type: Heavy

County: Sarasota County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025
1	12/05/2025

* ELEC0915-003 12/01/2025

	Rates	Fringes
ELECTRICIAN	$ 36.23	15.93

ENGI0487-034 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1		
150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom	$ 39.01	16.85
Group 2		
Lattice under 150 ton, 100 ton up to 250 ton hydro cranes	$ 38.01	16.85
Group 3		
Cranes not described above, Drill Rig, Horizontal Directional Drill Operator, Horizontal Direction Drill Locator	$ 37.01	16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0397-006 07/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 35.25	17.32

LABO0517-002 05/01/2023

	Rates	Fringes
LABORER: Grade Checker	$ 22.61	11.59

PAIN0088-008 06/01/2021

	Rates	Fringes
PAINTER: Brush, Roller and Spray	$ 20.21	12.38

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* SUFL2009-172 06/24/2009

	Rates	Fringes
CARPENTER	$ 14.95 **	2.92
CEMENT MASON/CONCRETE FINISHER	$ 14.77 **	3.50
LABORER: Common or General	$ 9.50 **	1.69
LABORER: Landscape	$ 7.25 **	0.00
LABORER: Pipelayer	$ 13.75 **	2.06
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only)	$ 10.63 **	2.20
OPERATOR: Asphalt Paver	$ 11.59 **	0.00
OPERATOR: Backhoe Loader Combo	$ 16.10 **	2.44
OPERATOR: Backhoe/Excavator	$ 15.00 **	0.52
OPERATOR: Bulldozer	$ 17.00 **	0.00
OPERATOR: Grader/Blade	$ 16.00 **	2.84
OPERATOR: Loader	$ 14.75 **	0.00
OPERATOR: Mechanic	$ 14.32 **	0.00
OPERATOR: Roller	$ 10.76 **	0.00
OPERATOR: Scraper	$ 11.00 **	1.74
OPERATOR: Trackhoe	$ 20.92	5.50
OPERATOR: Tractor	$ 10.54 **	0.00
TRUCK DRIVER, Includes Dump Truck	$ 11.00 **	0.00
TRUCK DRIVER: Lowboy Truck	$ 12.73 **	0.00
TRUCK DRIVER: Off the Road		

Truck.....$ 12.21 ** 1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey

is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"