



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 City Hall Blvd.
North Port, Florida 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



December 5, 2016

TO: PROSPECTIVE BIDDERS

RE: REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION HABERLAND BOULEVARD/SAN MATEO DRIVE/ PURDUE STREET

BID

OPENING: ~~December 7, 2016~~ **DECEMBER 14, 2016** AT 2:00 PM (EST) (Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter.) 4970 CITY HALL BOULEVARD, SUITE 302, NORTH PORT, FLORIDA.

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

ITEM #1: BID OPENING TIME EXTENSION: ~~DELETE: DECEMBER 7, 2016~~ and **REPLACE WITH DECEMBER 14, 2016.**

ITEM #2: DELETE BID SCHEDULE provided in the original solicitation and REPLACE with the revised BID SCHEDULE.

ITEM #3: PLANS. The attached are revised plan sheets (1.3, 2.2, and 5.1). are **ONLY AVAILABLE ON** City Ftp site. The City FTP site at <http://apps.cityofnorthport.com/ftpinfo/> (go to the drop down box, select Purchasing and scroll to project RFB No. 2017-07).

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

Alla V. Skipper

Alla V. Skipper, CPPB
Senior Contract Specialist
Purchasing Department
4970 City Hall Blvd.
North Port, Florida 34286

Tel: 941.429.7172
Fax: 941.429.7173

E-mail: askipper@cityofnorthport.com

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

BID SCHEDULE REVISED

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

| City of North Port Haberland Blvd/San Mateo Dr./Purdue St. Sidewalks | | | | | |
|--|--|---------------------------|-------|--------------------|---------------|
| Bid Form | | | | | |
| No. | Description | Est. Qty. | Units | Unit Price | Extended Amt. |
| I. GENERAL | | | | | |
| 101-1 | Mobilization | 1 | LS | XXXXXXXXXXXXXXXXXX | |
| 1001-1 | Survey, Stakeout, & Record Drawings | 1 | LS | XXXXXXXXXXXXXXXXXX | |
| 102-1 | Maintenance of Traffic | 1 | LS | XXXXXXXXXXXXXXXXXX | |
| 104-1 | Erosion Control | 1 | LS | XXXXXXXXXXXXXXXXXX | |
| II. CLEARING, GRUBBING & EARTHWORK | | | | | |
| 110-1 | Clearing & Grubbing | 17030 19500 | SY | | |
| 120-1 | Excavation, Embankment and Grading | 1 | LS | XXXXXXXXXXXXXXXXXX | |
| 570-1 | Sod (Bahia) | 14010 14500 | SY | | |
| III. DRAINAGE | | | | | |
| 430-1 | Elliptical Concrete Pipe Culvert (HE III)(12"x18") | 12 | LF | | |
| 430-2 | Mitered End Section (Elliptical)(12"x18") | 1 | EA | | |
| 430.3 | Mitered End Section (Elliptical)(19"x30") | 1 | EA | | |

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____


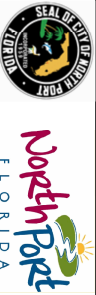
This page must be completed and submitted

| IV. SIDEWALK | | | | | |
|-----------------------|---|------|----|--------------------|--|
| 160-1 | Type "B" stabilization (LBR) (8" Thick) | 3940 | SY | | |
| 515-4 | Bullet Rail, Single Rail | 188 | LF | | |
| 520-1 | Type "D" Curbing | 133 | LF | | |
| 522-1 | 4" Concrete Sidewalk | 2930 | SY | | |
| 522-2 | 6" Concrete Sidewalk | 350 | SY | | |
| 527-1 | Detectable Warning System | 21 | EA | | |
| V. SIGNAGE & STRIPING | | | | | |
| 700-1 | Relocating Stop & Street Sign | 7 | EA | | |
| 700-2 | Single Post Sign, F&I less than 12SF | 8 | AS | | |
| 700-3 | Project Signs | 2 | EA | | |
| 711-1 | 5'x12" White Crosswalk Striping | 600 | LF | | |
| 711-2 | 12'x24" White Stopbar | 95 | LF | | |
| VI. MISC. | | | | | |
| MISC. 1 | Groundbreaking | 1 | LS | XXXXXXXXXXXXXXXXXX | |
| MISC. 2 | Ribbon Cutting | 1 | LS | XXXXXXXXXXXXXXXXXX | |
| TOTAL = | | | | | |

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

This page must be completed and submitted

| | | | |
|-------|---|----------|-----|
| 1 | REVISION | DATE | BY |
| 1 | REVISED THE LEFT SIDE SWALE PER SWFAM'S DIRECTION | 11-17-16 | RMS |
| Δ NO. | REVISION | DATE | BY |



ENGINEERS • SURVEYORS

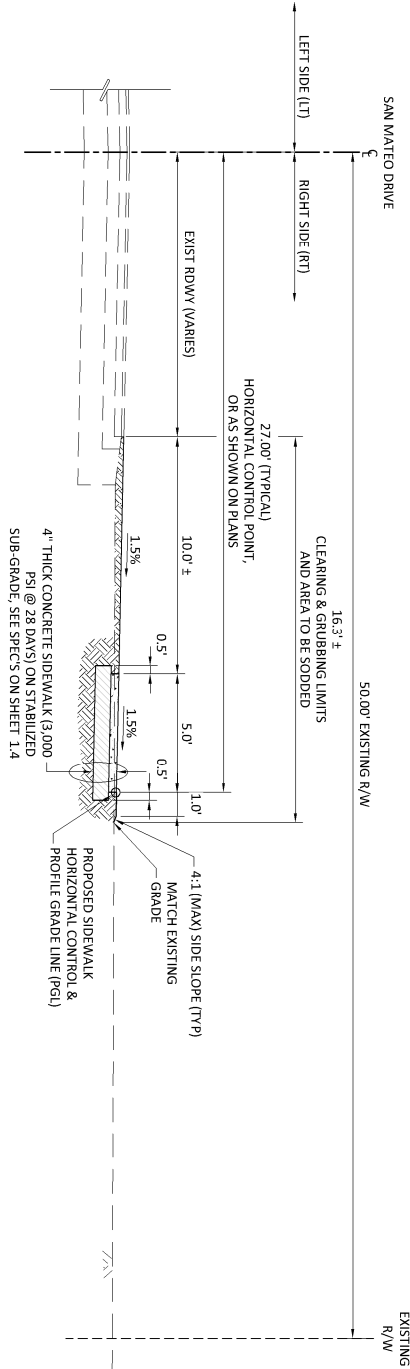
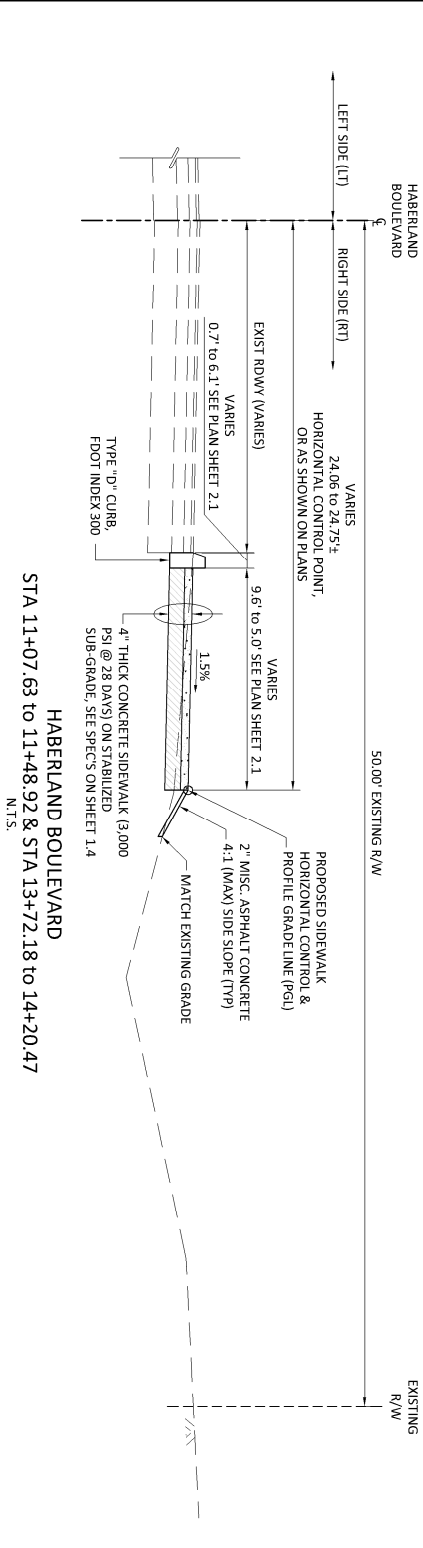
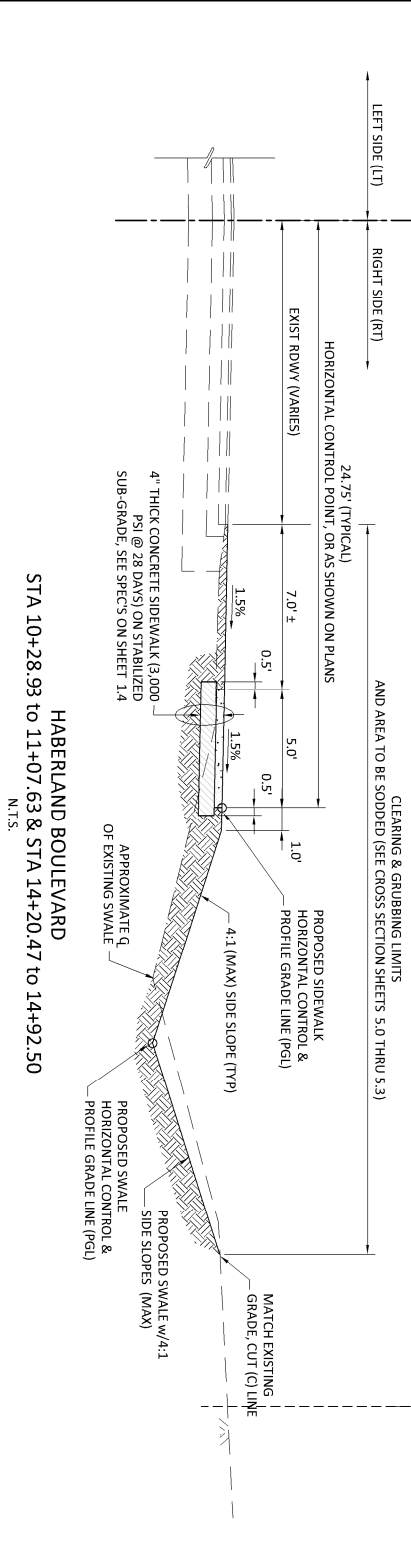
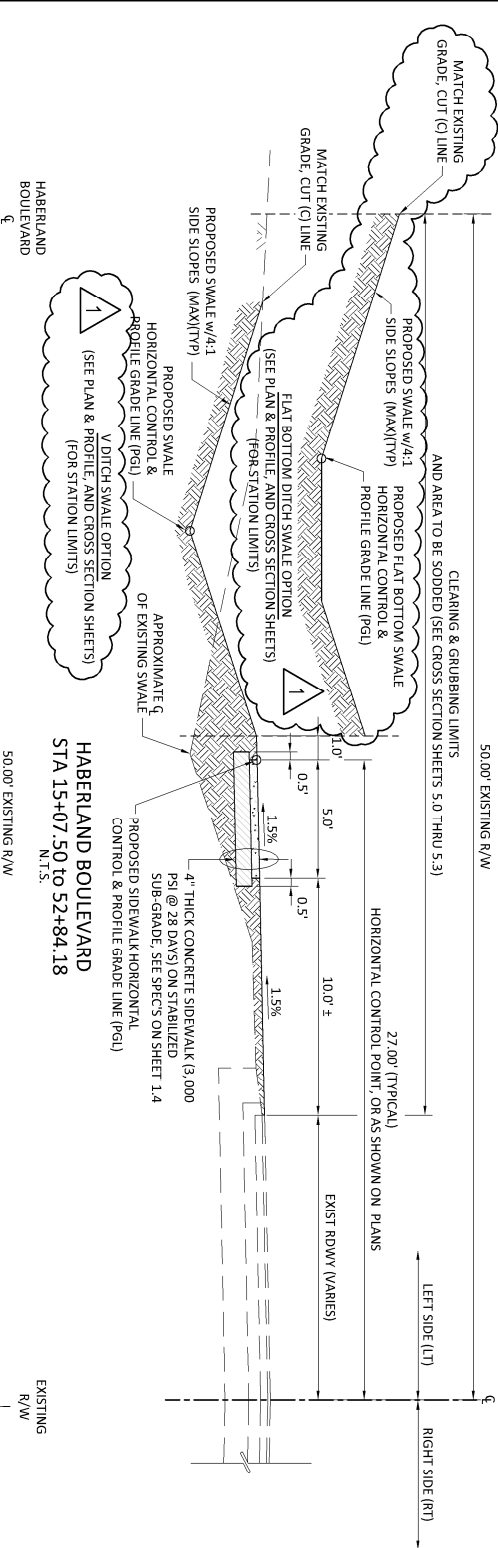
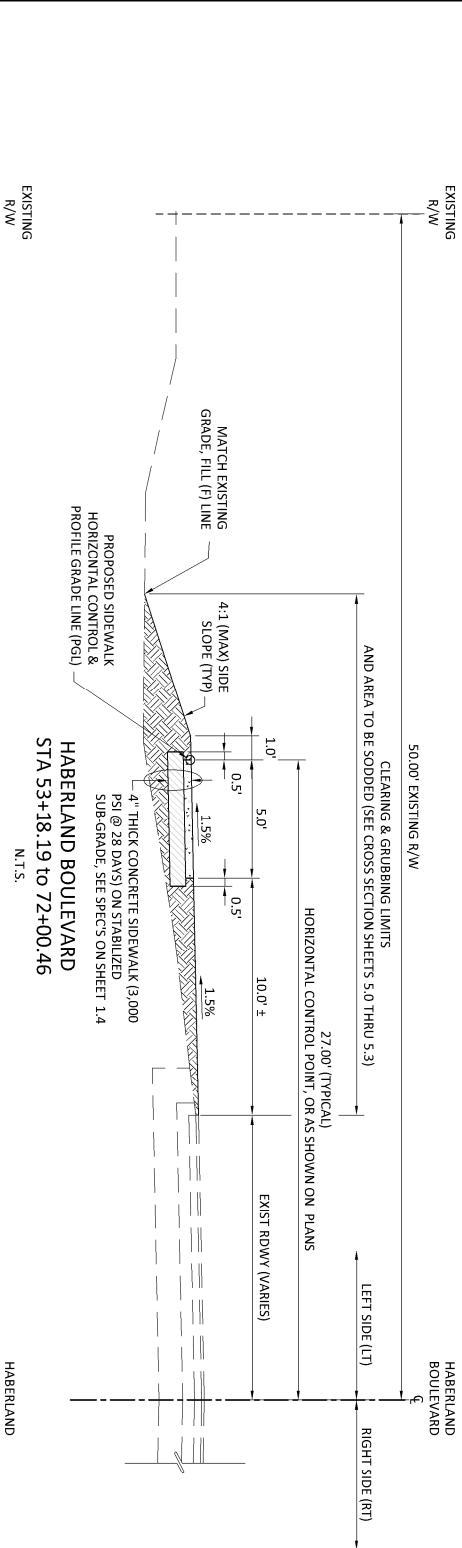
421 Commercial Court, Suite C, Venice, Florida 34292
Phone (941) 412-1293, Fax (941) 412-1043
Certificate of Authorization No. 3934

| | | | |
|--------|----------|------------------|-------|
| DATE | 05/27/16 | CKD BY | DATE |
| DRAWN | RMS | KEM | 05/16 |
| DESIGN | KEM/RMS | KEM | 05/16 |
| SCALE | @ 22x34" | DMK NO.15-0194-4 | |

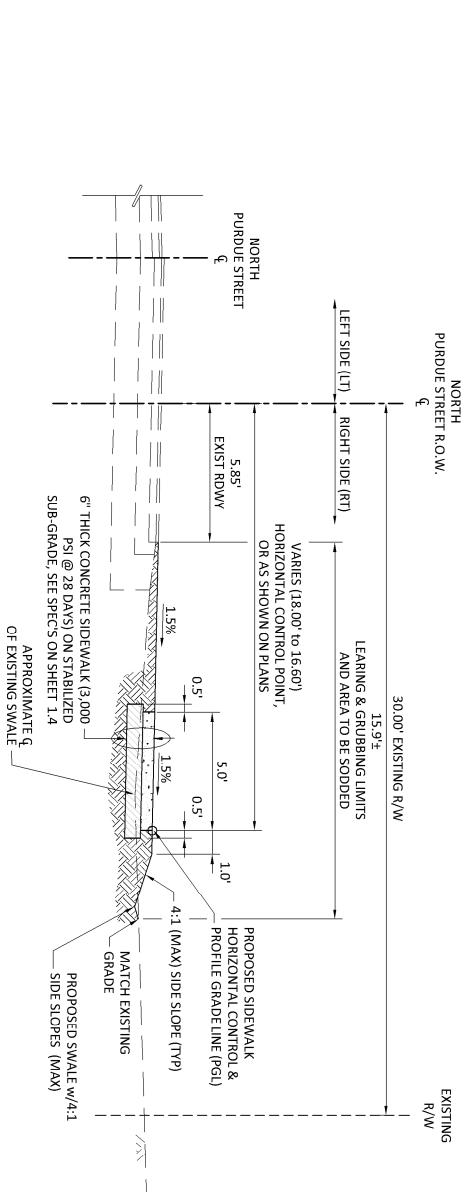
CITY OF NORTH PORT - PUBLIC WORKS DIVISION

WA #4 - HABERLAND SIDEWALKS

TYPICAL SECTIONS



SAN MATEO DRIVE
STA 6+90.55 TO 9+76.65
N.T.S.

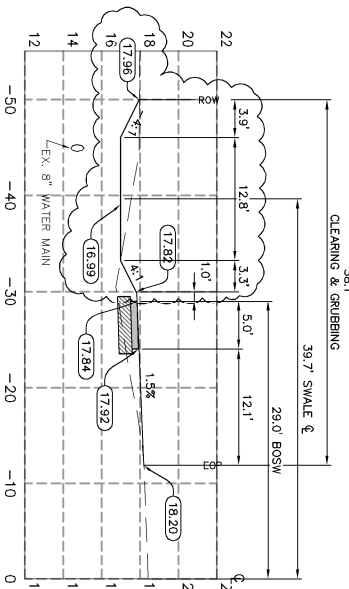
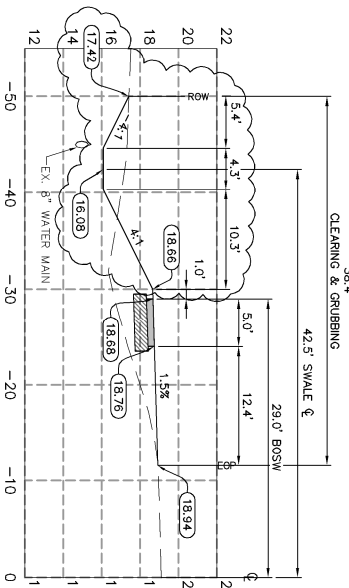
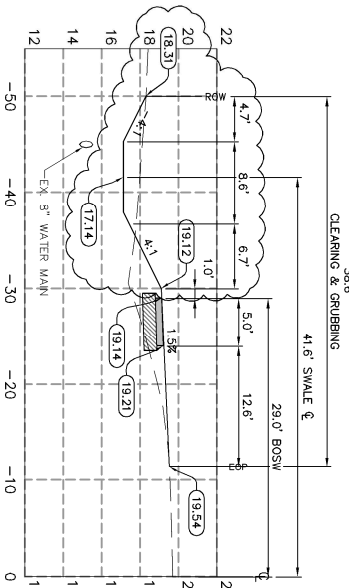
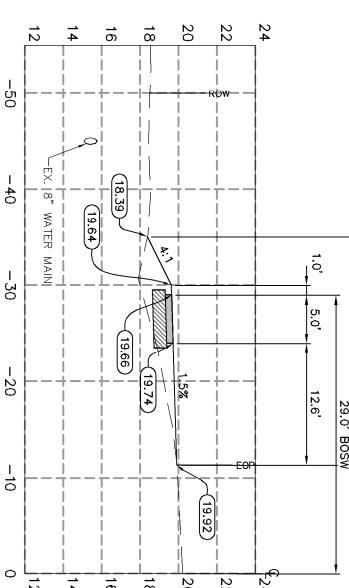
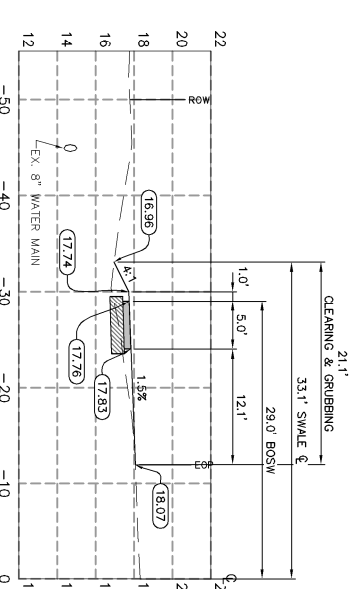
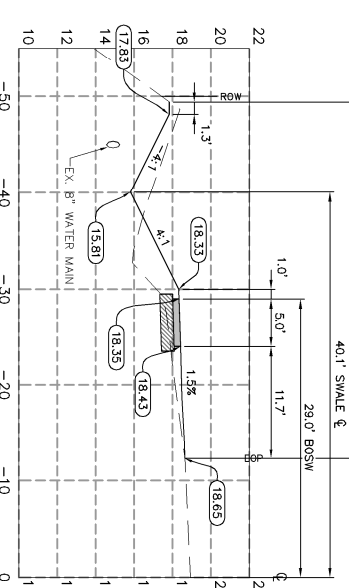
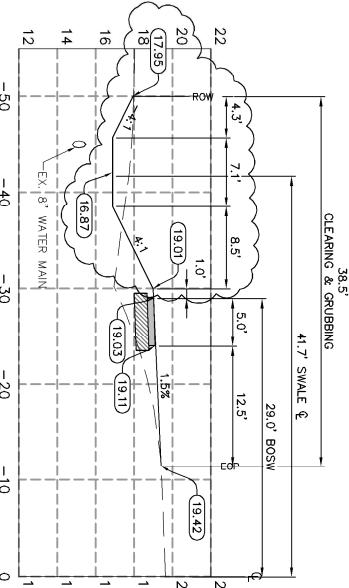
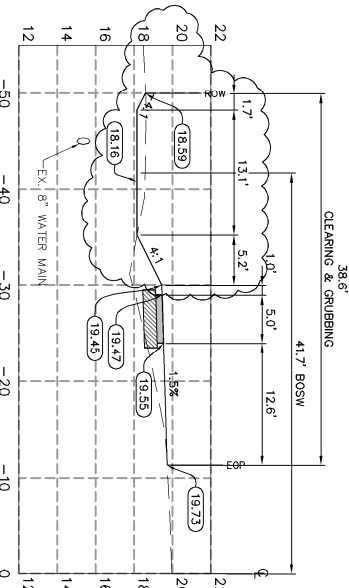
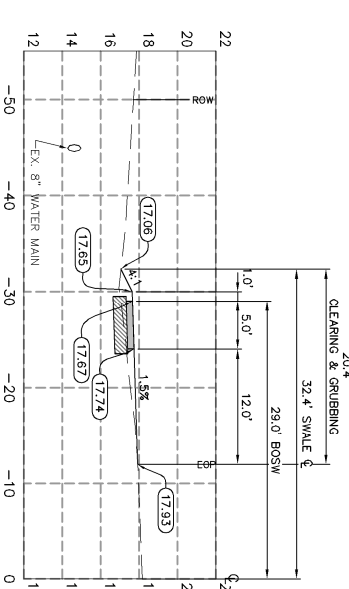
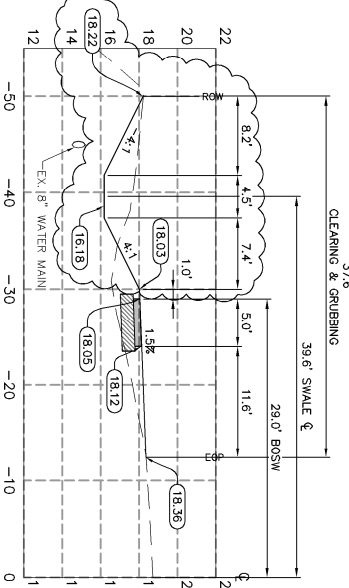
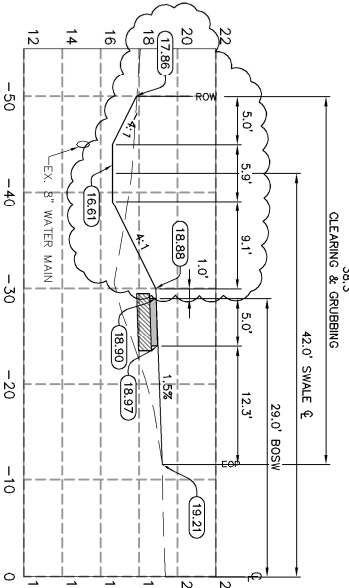
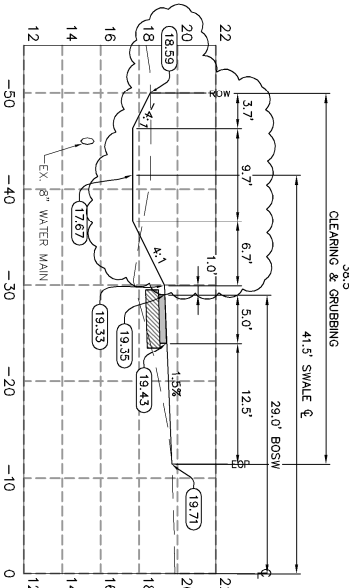
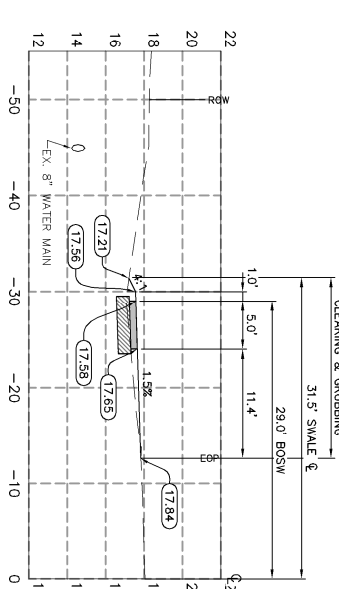
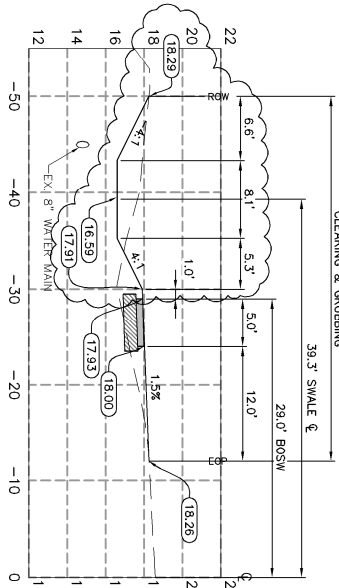
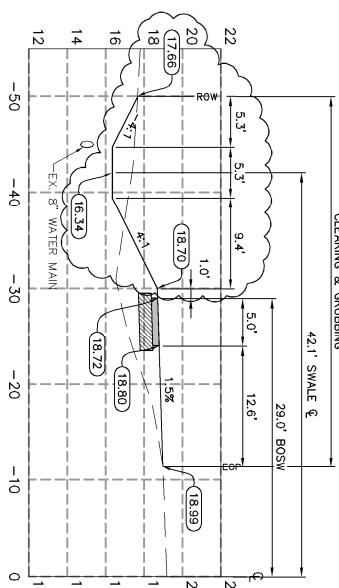
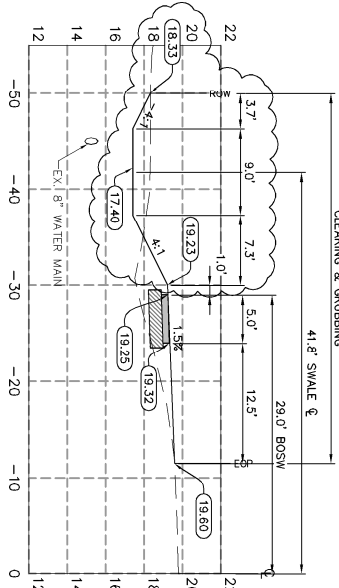


NORTH PURDUCE STREET
STA 10+13.125 TO 12+02.73
N.T.S.

SECTIONS ARE LOOKING UP STATION (TYP)



KREG E. MAHEU State of Florida, Professional Engineer, License No. 45766
This item has been electronically signed and sealed by KREG E. MAHEU, P.E. on Nov 18 2016 using a SHA-1 authentication code; Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.



SEE DRAINAGE CROSS SECTION
ON SHEET 5.5 FOR
INFORMATION NOT SHOWN

CITY OF NORTH PORT



REQUEST FOR BID NO. 2017-07

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET



CITY OF NORTH PORT
Finance Department/Purchasing Division
4970 City Hall Boulevard
North Port, Florida 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

**REQUEST FOR BID NO. 2017-07
SIDEWALK CONSTRUCTION
HABERLAND BOULEVARD/SAN MATEO DRIVE/ PURDUE STREET**

It is the intent of City of North Port to obtain the services of a licensed and qualified Contractor to provide construction services which include furnishing all the necessary materials and completing all work, labor, transportation, supervision, equipment for sidewalk related construction on South Haberland Boulevard, from Jeannin Drive to Hillsborough Boulevard; on Purdue Street, from East Price Boulevard to Amnesty Drive; and on South San Mateo Drive, from East Price Boulevard to Skyway Avenue.

Construction plans are included in Attachment A.

**NON-MANDATORY PRE-BID MEETING: NOVEMBER 21, 2016 AT 10:00 AM
4970 CITY HALL BOULEVARD, ROOM 302, NORTH PORT, FLORIDA**

BID OPENING: DECEMBER 7, 2016 AT 2:00 PM (EST)
(Bids need to be delivered to Room 337 so they can be date and time stamped on or before 2:00 PM. Bid opening will commence in Room 302 shortly thereafter.)
4970 CITY HALL BOULEVARD, SUITE 302, NORTH PORT, FLORIDA

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the city website at www.cityofnorthport.com. Bid documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/> (go to the drop down box, select Purchasing and scroll to project RFB No. 2017-09); however, the only place to obtain addenda are on www.demandstar.com. If you have any questions, concerns, or problems accessing the bid package using the link, please contact Alla V. Skipper, CPPB, Senior Contract Specialist, at 941.429.7172. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **NOVEMBER 30, 2016 at 2:00 PM.**

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

PUBLISH: Sarasota Herald Tribune Newspaper – 11/5/2016
<http://cityofnorthport.com> – 11/5/2016
www.demandstar.com – 11/5/2016

**REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO
DRIVE/PURDUE STREET**

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ATTACHMENT

A: Haberland Sidewalk Construction Plans

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

STATEMENT OF NON-SUBMITTAL

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

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

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

TELEPHONE: _____ **FAX:** _____

E-MAIL: _____

SIGNATURE: _____ **DATE:** _____

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

**REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO
DRIVE/PURDUE STREET**

**SECTION I
INSTRUCTIONS TO BIDDERS**

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

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

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

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

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

1. INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

**REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO
DRIVE/PURDUE STREET**

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

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

2. PREPARATION AND SUBMISSION OF BID FORM

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

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

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

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

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

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

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

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

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

**REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO
DRIVE/PURDUE STREET**

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

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

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

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

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

Obviously misplaced decimal points will be corrected.

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

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

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

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

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

7. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid

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in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

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

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

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

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

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

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

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

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

10. TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the vendor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

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

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

Termination by Vendor: Vendor shall have the right to terminate services only in the event of the City failing to pay Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

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

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

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

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

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

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

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

15. PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods/services to public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently

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prohibited from transacting business with the City due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

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

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

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

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

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

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

1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound

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recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: padkins@cityofnorthport.com.**
6. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

20. FORCE MAJEURE: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their

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reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. PERFORMANCE/PAYMENT BOND: The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2-404 of the City of North Port Administrative Code.** Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder, and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder.

29. BOND REQUIREMENTS:

- A. Bond Requirements:** The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid. Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2- 404 of the City of North Port Administrative Code.** Such default shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's

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Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre- construction meeting. Such default shall only be curable at the option of the City.

In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder, and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder.

B. Performance and Payment Bond: The Contractor shall provide a Performance and Payment Bond, in the form prescribed in Florida Statutes Section 255.05 in the amount of one hundred percent (100%) of the Contract amount, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the Surety Company:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in this state;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code;
5. Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
6. A current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
7. With an underwriting limitation of at least two times the dollar amount of the contract.

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

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

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

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

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

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

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

35. 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.

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

37. PAYMENT: Two (2) original requests for payment must be submitted to the City of North Port on a form approved by the City. Each pay request must be accompanied by an updated work schedule to reflect progress of work. Payment shall be subject to the approval and direction of the surety in accordance with F.S. §255.05. Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. ch. 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the City must reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The City shall inform the Contractor's Surety of any reduction in retainage. Contractor must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly authorized administrative agent, shall approve final payment for all work, materials or services furnished under this Contract retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.

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

A. Local Business Definition:

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

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

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

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

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

B. Local Price Match Option:

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

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bidder can match the low bid, the award shall be made to the lowest responsive and responsible bidder, regardless of local business status.

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

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

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

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

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

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

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

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

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 operation system, as described in the Technical Specifications and/or shown on the Contract Drawings attached herewith. The City reserves the right to establish the exact limits of work in the field and to add or delete from the Project, as it deems necessary.

1.2. Definitions:

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

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

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

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

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

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

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

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

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

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Request for planned overtime by the Contractor must be submitted in writing to the City, **two (2) business days** in advance, and may not proceed without the City's approval.

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

2. PROSECUTION AND PROGRESS

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

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

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

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

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

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

3. CONTROL OF THE WORK AND MATERIALS

3.1. Control of Work:

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

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

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

Permits from Agencies as required by law

Change Orders

Contract Documents, including Technical Specifications

Construction Plans

3.1.3.1.1. Dimensions given in figures govern scaled dimensions.

3.1.3.1.2. Detail drawings govern over general drawings.

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

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

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

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

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

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

The City Manager or his Designee has the authority to:

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

Reject all work that does not conform to the Contract.

Resolve questions that arise in the execution of the work.

The City's Representative has the authority to:

Reject all work that does not conform to the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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~~ through a fully executed change order. Value of any such extra work or change shall be determined in one or more of the following ways:

By estimate and acceptance in a lump sum.

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

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

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

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

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

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

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

3.1.22. Contractor Right to Stop Work or Cancel Contract: If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the City fails to pay the Contractor

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within thirty (30) calendar days of maturity and presentation of any sum certified by the City, then the Contractor may, upon seven (7) calendar days written notice to the City, stop work and terminate this Contract.

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

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

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

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

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

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

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

Damage to another Contractor

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

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

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

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

3.1.29. Separate Contracts: The City reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of the work, and shall properly connect and coordinate his/her work with theirs. If any part of the Contractor's work depends

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on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His/her failure to so inspect and report shall constitute an acceptance of the other Contractors, work as fit and proper for the reception of his work, except as to defects, which may develop on the other Contractor's, work after execution of his work.

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

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

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

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

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

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

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

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

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

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

3.1.38. Measurement of Quantities: The quantities of work included in the bid schedule are based upon surveying data and geometrical layout of the construction plans. Actual constructed work item quantities may vary from those quantities estimated or computed during the development of the project construction plans. Any deliberate changes in quantities, due to errors, omissions or changed field conditions discovered during the progression of the construction of the project shall be authorized in advance of the work through an executed change order. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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facility. The Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable.

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

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SPECIAL PROVISIONS

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

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

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

SP-02 EQUIPMENT: The Contractor shall only use equipment, machines, or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications stated herein. Special attention is directed to pavers capable of achieving desired application rates, specified cross slope and necessary joint matching through the use of the latest electronic technology available. Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall utilize compaction equipment, which will produce the required density in accordance with FDOT Specifications. The Contractor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable. The Contractor shall also conform to FDOT Specification, Section 100.

SP-03 CONSTRUCTION SCHEDULE: The time for the completion of the Haberland Boulevard/San Mateo Drive/Purdue Street Sidewalks Project shall be **120 calendar days** to Substantial Completion and another **30 calendar days** to Final Acceptance from date specified in the Notice to Proceed to final completion. The San Mateo Drive and Purdue Street sidewalk segments shall be constructed in a period when the Sarasota School District is not in session (most likely period is between the fall and spring semesters). Contractor shall ensure that all work will be completed within the specified time without exception with a schedule showing completion within established constraints that will become the baseline for future updates. Updated schedules must identify any activities delayed and impacts to the progression of work with remedial action plans for recovery or adjustments. After a baseline schedule is submitted and approved, consideration for significant changes in the Construction Schedule by Contractor must be justified and warranted before adopted. The proposed production schedule shall be submitted a minimum of one (1) week prior to submitting the monthly invoices, as required under Special Provisions. Invoices will be rejected if the schedule is not included.

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

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SP-04.1. A telephone list specifying the name, address, phone number, fax number and cellular numbers of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract the survey work, the Contractor shall include the registration number of the surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency telephone or beeper number for the City's use, which the Contractor shall update as necessary throughout the project. The Contractor shall request, in writing, any changes in subcontractors or suppliers. No change in subcontractors or suppliers shall be made without written consent from the City.

SP-04.2. The Contractor shall provide an e-mail address where emails can be sent. The e-mail address must be monitored at least daily and capable of transferring electronic files.

SP-04.3. The Contractor shall submit to the City a list of equipment the Contractor proposes to utilize on this project.

SP-04.4. The Contractor shall submit for City approval a paper copy and electronic copy of a Construction Schedule prepared using City approved software, and a Schedule of Progress Payment Requests.

SP-04.5. The Contractor shall also submit all other materials or mix designs, which will be used by the Contractor for this Contract.

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

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

SP-05 BIWEEKLY PROGRESS MEETING: The Contractor shall designate a representative to attend Progress Meetings held at City Public Works Department, 1100 North Chamberlain Blvd., North Port Florida 34286, or a mutually agreed location. The Contractor shall submit, at each meeting, revised schedule information, a written projected schedule for the next week, written claims for additional compensation, written claims for rain days to extend the Contract, results of all testing and Value Engineering Proposals. The City will use the update schedule information to monitor the Contractor's production rate. Upon written notice from the City, the Contractor shall dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract.

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

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

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

SP-07 CONTRACT TIME: The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract shall be completed in not more than **(150) calendar days** from the notice to

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proceed; subject only to delays caused through no fault of the Contractor or acts of God. The work will be substantially complete within **(120) calendar days**; with final completion within **(30) calendar days** after attaining Substantial Completion. Time is of the essence in the performance of this Contract.

SP-08 LIQUIDATED DAMAGES: The work shall be completed within the contract time specified. The contract time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract. The City of North Port shall issue a Notice of Substantial Completion when it has determined that the work identified in the contract has been substantially completed; record drawings have been submitted and approved by the City and that the facility is operating satisfactorily. The contract time also includes up to fourteen (14) calendar days for the review of submittals, excluding pay requests, by the City of North Port. The City of North Port shall provide the Contractor with a punch list within two (2) calendar days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City of North Port by the Contractor to meet his/her obligations under the contract. The Contractor shall complete the items on the punch list to the satisfaction of the City of North Port within seven (7) additional calendar days of the issuance of the Final Punch List or Notice of Substantial Completion; whichever, is later, and prior to submittal of the application for reduction of retainage or final payment. Any cost incurred by the City (i.e. inspection time) after the seven (7) calendar day period shall be charged to the Contractor.

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not substantially completed within the contract time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **ONE THOUSAND NINETY-NINE DOLLARS AND ZERO CENTS (\$1,099.00)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Substantial Completion of the work.

SP-09 DAMAGES: Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, utilities, structures, mailboxes, driveways, pavement, sprinkler systems, conduits, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service. Mailboxes shall be kept in service to the satisfaction of the US Postal Service and the City, until they are permanently restored to their proper location upon the completion of the work.

SP-10 CONTINUOUS PROSECUTION OF WORK: The Contractor shall continuously prosecute the work in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

All punch list items shall be completed in accordance with provisions of Liquidated Damages.

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

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SP-11 SAFETY AND PROTECTION:

SP-11.1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

PO-11.1.1. All employees on the work site and other persons and organizations who may be affected thereby

PO-11.1.2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

PO-11.1.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

SP-11.2. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection

SP-11.3. All personnel working within the City's right-of-way shall at all times wear City approved safety vests, including personnel who may only briefly be out of their vehicle (i.e., supervisors, truck drivers).

SP-11.4. No open excavations are allowed in the project. Any pipe installation shall be backfilled properly the same day of work on such pipe area to allow safe passing of pedestrians and vehicles. The Contractor shall immediately remove any personnel who fail to conform to this requirement.

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

SP-12 SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT: The Contractor shall not subcontract, sublet or otherwise assign more than sixty percent (60%) of the Contract value.

SP-13 PERMITS: An exemption for an Environmental Resource Permit was obtained. The letter of exemption from the Southwest Florida Water Management District is included in the bid documents. The contractor shall comply fully with all relevant stipulations of all permits issued for this project.

SP-14 ROAD/LANE CLOSURE: No road closures are allowed. One lane of the roads may be closed to traffic only upon prior written approval. The lane closure request must be submitted in writing five 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-15 NOTICE-OF-INTENT (NOI): The Contractor for the project shall submit a Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, along with the permit fee with the Florida Department of Environmental Protection.

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SP-16 DEWATERING: The Contractor shall request approval by the City of North Port Project Manager before applying for a permit from the Southwest Florida Water Management District.

SP-17 TESTING:

- Compaction density of stabilized subgrade shall be taken every five hundred lineal feet or less.
- Concrete delivered to the site shall have a minimum of one test for each day's production of each type of mix at each of the three site locations.

SP-18 PROJECT SIGNS: The Contractor shall furnish and erect project signs to be posted on each end of the Hillsborough Boulevard site for the duration of construction. The signs shall be erected, maintained, relocated as necessary and removed at project completion by the Contractor.

The project signs shall be placed:

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

Project sign construction

- Constructed of wood or metal
- Size of signs shall be twelve feet horizontal and eight feet vertical
- Sign posts shall be 6"x 6" Pre-treated wood and shall extend to the top of the sign
- Signs shall be constructed of such material to withstand the effects of weathering throughout the construction of the project

Project sign content

- Project name
- Project cost
- City Commissioners
- Engineer-of-Record
- Contractor
- City logo and associated color format

The Contractor shall submit a draft of the sign format electronically to the City for review and approval prior to sign face fabrication. The signs and their locations shall be reviewed and approved by the City Inspector prior to erection.

SP-19 SOD QUANTITY: The quantity of sod is based upon calculations by the software used to develop the drawings. Unless circumstances may justify an increase in the payable amount of sod, as approved in advance through a fully executed change order, the plan quantity of sod will not be exceeded as a payable amount and the contractor shall prepare their bid accordingly.

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SP-20 GROUND-BREAKING / RIBBON-CUTTING CEREMONY: The Contractor may be required to provide refreshments for a Ground-Breaking ceremony prior to the start of construction and a Ribbon-Cutting ceremony upon completion of the project. The amount of refreshments shall be based upon fifty attendees for each of these two ceremonies.

SP-21 CRITERIA FOR AWARD: The award of this bid shall be to the lowest responsive, responsible bidder who meets or exceeds the minimum requirements of these specifications. Other consideration(s) of award may be local business status, similar projects in scope and size, references, and equipment list. Any unfavorable references may be cause to deem bidder non-responsive.

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

END OF SPECIAL PROVISIONS

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TECHNICAL SPECIFICATIONS & CONDITIONS

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TECHNICAL PROVISIONS

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**TP 101
MOBILIZATION**

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

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

Basis of Payment - The lump sum quantity for the item of mobilization shall be paid for at the contract lump sum price. Article 101-2.2 of the Standard Specifications is deleted and the following is added:

The lump sum price for mobilization will be payable with the first month's partial payment except that this initial payment will be limited to 50% of the item amount. The balance will be paid when the value of completed work exceeds 50% of the total contract amount.

Payment shall be made under:

| | | |
|----------------|--------------|----|
| Item No. 101-1 | Mobilization | LS |
|----------------|--------------|----|

**TP 1001
SURVEYING, STAKEOUT AND RECORD DRAWINGS**

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

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

The contractor shall install and maintain throughout the construction period, station boards every 100' on one side of the roadway to define the right-of-way. In addition, all survey monuments and bench marks which may be disturbed during construction shall be referenced and replaced by the contractor. All monuments and bench marks disturbed or destroyed by the contractor or any of his forces through accident or negligence shall be replaced by a Florida licensed professional land surveyor at the contractor's expense.

Protection and Restoration of Property Markers and Survey Monuments - The contractor shall be responsible for the preservation of all public and private property markers and shall protect carefully from disturbance or damage all survey monuments and property markers until locations are witnessed or otherwise referenced by

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his licensed Florida professional land surveyor, so the said surveyor can restore them in their original location after construction.

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

These drawings shall conform to recognized standards of drafting, shall be neat and legible, and shall be provided to the Engineer at times as may be required elsewhere in these specifications. As-built drawings shall be certified by a State of Florida Licensed Professional Land Surveyor. As-built drawings shall be supplied to the City prior to application for final payment in the form of two (2) paper sets signed and sealed, one (1) pdf signed and sealed and an AutoCAD Light 2008 format.

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

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

Payment shall be full compensation for all labor, materials, and related costs to complete the work specified in this section.

Payment shall be made under:

| | | |
|-----------------|---|----|
| Item No. 1001-1 | Surveying, Stakeout and Record Drawings | LS |
|-----------------|---|----|

**TP 102
MAINTENANCE OF TRAFFIC**

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

The road shall be kept open to two-way traffic during construction as much as practical. The contractor will not be permitted to isolate residences. Access shall be provided to all residences whenever construction interferes with the existing means of access. Detours of traffic are prohibited unless prior approval is obtained from the City. Such approval will require submittal of appropriate plans and details to the Engineer a minimum of seven working days prior to implementing the detours. The contractor shall furnish, erect and maintain barricades, warning signs, delineators, flagmen, or pilot cars in accordance with the Manual on Traffic Controls and Safe Practices for Street and Highway Construction Maintenance and Utility Operations published by the FDOT. He shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, roads, streets, residences, and garages. The contractor shall also take all necessary precautions for the

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protection of the work and the safety of the public, in accordance with Section 102 of the Standards Specifications.

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

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

Payment shall be made under:

| | | |
|----------------|------------------------|----|
| Item No. 102-1 | Maintenance of Traffic | LS |
|----------------|------------------------|----|

**TP 104
PREVENTION, CONTROL, AND ABATEMENT
OF EROSION AND WATER POLLUTION**

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

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

Method of Measurement - The quantity to be paid for under this section shall be a lump sum quantity which shall include all items described in Section 104 and shall include all baled hay, straw, staked silt fence, floating turbidity barrier, or other material or equipment necessary for the prevention, control, and abatement of water pollution; preparation of a storm water pollution prevention plan (SWPPP); and all monitoring, record keeping or reporting required under the SWPPP or permit conditions as provided by law or specifically identified in the Special Provisions as being the sole or joint responsibility of the contractor. An NPDES Notice of Intent (NOI) to use the City's General Stormwater Permit shall be submitted and filed with FDEP. Contractor shall perform Turbidity Testing at all times while working in the water. Copies of all tests shall be provided to the city on a weekly basis.

Basis of Payment - Payment shall be made under:

| | | |
|----------------|-----------------|----|
| Item No. 104-1 | Erosion Control | LS |
|----------------|-----------------|----|

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**TP 110
CLEARING AND GRUBBING**

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

Method of Measurement - The clearing and grubbing quantity to be paid for under this section will be per square yard based on digitally measured plan quantities using AutoCAD which shall include all items or work described herein for clearing and grubbing and in said Section 110. No additional quantity will be approved for payment outside of a change in scope for the project limits initiated by the City.

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

Payment shall be made under:

| | | |
|----------------|-----------------------|----|
| Item No. 110-1 | Clearing and Grubbing | SY |
|----------------|-----------------------|----|

**TP 120
EXCAVATION, EMBANKMENT, GRADING AND DEWATERING**

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

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

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

Basis of Payment - The price for the various items of excavation and grading measured as provided above, shall

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

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

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

Payment shall be made under:

| | | |
|----------------|-------------------------------------|----|
| Item No. 120-1 | Excavation, Embankment, and Grading | LS |
|----------------|-------------------------------------|----|

**TP 160
TYPE B STABILIZATION**

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

When the stabilizing is designated as Type B, the Contractor shall provide evidence of compliance with the bearing value requirements by the Limerock Bearing Ratio (LBR) Method and density requirements. Testing shall be provided by the Contractor at a maximum of every 500 linear feet of sidewalk and at least one (1) test per sidewalk segment.

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

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

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

Payment shall be made under:

| | | |
|----------------|--|----|
| Item No. 160-1 | Type B Stabilization (LBR 40) (8" Thick) | SY |
|----------------|--|----|

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**TP 430
PIPE CULVERTS**

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

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

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

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

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

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

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

Pipe Culverts and Storm Sewers - The quantities, determined as provided above, shall be paid for at the Contract unit price per linear foot of pipe culvert, of the kinds and sizes shown on the bid form. Price and payment shall be full compensation for all work and materials required. Such prices and payments shall be full compensation for all work and materials described herein and specified in Section 430 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition, including excavation (in whatever material is encountered), dewatering, removal of unsuitable material, backfilling, and compacting around the culvert, furnishing and laying the pipe culverts, filter fabric wrap, and disposal of surplus materials. Payment for connection of proposed pipes to existing structures and replacement of pavement and base course removed for pipe trenching shall be included in these items.

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

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

Payment shall be made under:

| | | |
|----------------|---|----|
| Item No. 430-1 | Elliptical Concrete Pipe Culvert (HE III) (12"x18") | LF |
| Item No. 430-2 | Mitered End Section (Elliptical) (12"x18") | EA |
| Item No. 430-3 | Mitered End Section (Elliptical) (19"x30") | EA |

**TP 515
METAL PEDESTRIAN/BICYCLE RAILINGS, GUARDRAILS, AND HANDRAILS**

Furnish and install metal pedestrian/bicycle railings, including bullet rails, guardrails and handrails in accordance with the Plans and the requirements of FDOT "Standard Specifications", Section 515, 2016 FDOT Design Standard Index 820, 821 and 822, and this Technical Provision, except as directed by the Engineer.

Method of Measurement

Quantities measured for payment under this Section shall be the linear feet of aluminum handrail measured in place along the length of the top rail.

Basis of Payment

Pipe Handrail will be paid for at the contract unit price linear foot completed and accepted.

Payment shall be made under:

| | | |
|----------------|--------------------------|----|
| Item No. 515-4 | Bullet Rail, Single Rail | LF |
|----------------|--------------------------|----|

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**TP 522
CONCRETE SIDEWALKS**

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

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

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

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

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

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

Payment shall be made under:

| | | |
|----------------|------------------------------|----|
| Item No. 522-1 | Sidewalk, Concrete, 4" thick | SY |
| Item No. 522-2 | Sidewalk, Concrete, 6" thick | SY |

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**TP 527
DETECTABLE WARNINGS ON WALKING SURFACES**

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

The contractor shall provide detectable warning surfaces per "Liquidome" product details and specifications, or approved equal, at all roadway crossings.

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

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

Payment shall be made under:

| | | |
|----------------|---------------------|----|
| Item No. 527-1 | Detectable Warnings | EA |
|----------------|---------------------|----|

**TP 570
PERFORMANCE TURF**

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

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

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

Sod shall be feathered into abutting areas. The Contractor shall maintain (water and mowing) sod until roots are established. Vegetation within the project limits shall be maintained to a height no greater than nine inches.

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

The quantity of sodding to be paid for under this section shall be the area in square yards of satisfactorily installed and accepted sodding. This price shall include the preparation of soil, fertilizing, furnishing, and

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installing of the sod, staking of sod on slopes steeper than 4:1, and maintenance, until accepted by the City.

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

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

Payment shall be made under:

| | | |
|----------------|-----------------|----|
| Item No. 570-1 | Sodding (Bahia) | SY |
|----------------|-----------------|----|

**TP 700
SIGNING**

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

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

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

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Payment shall be made under:

| | | |
|----------------|---|----|
| Item No. 700-1 | Single Post Sign, (Relocate) | EA |
| Item No. 700-2 | Single Post Sign, F&I (less than 12 SF) | AS |

**TP 711
THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS**

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

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

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

(a) The length, in feet, of all 12" Cross Walk and 24" Stop Bar authorized and acceptably applied.

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

Payment shall be made under:

| | | |
|----------------|---|----|
| Item No. 711-1 | Solid Traffic Stripe (Thermoplastic) (12" White Cross Walk) | LF |
| Item No. 711-2 | Solid Traffic Stripe (Thermoplastic) (24" Stop Bar) | LF |

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INSURANCE REQUIREMENTS

Before performing any Contract work, the Contractor shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the City. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

A. Required Policies:

1. WORKERS COMPENSATION: Workers' Compensation and Employers' Liability Insurance (Per Chapter 440, Florida Statutes): The Contractor shall procure and maintain during the life of this Contract Workers' Compensation insurance for all Contractor's employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers' Compensation insurance. For additional information contact the Department of Financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of Contractor's employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 for each accident; \$500,000 each employee; and \$500,000 policy limit for disease.

2. COMPREHENSIVE GENERAL LIABILITY: The Contractor shall procure and maintain, and require all subcontractors to procure and maintain during the life of this Contract, a comprehensive general liability policy, including, but not limited to: 1) Independent Contractor's liability; 2) products and completed operations liability; 3) contractual liability; 4) broad form property damage liability; and 5) personal injury liability. The minimum limits shall be no less than \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.

3. BUSINESS AUTOMOBILE LIABILITY: The Contractor shall procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance including all owned, hired, and non-owned automobiles. The minimum combined single limit per occurrence shall be no less than \$1,000,000 for bodily injury and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles, as well as employee's non-ownership.

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B. Special Requirements:

1. Occurrence Basis: All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. Additional Insured: All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insureds as their interest may appear under this Contract. This MUST be written in the description of operations section of the insurance certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.
3. Certificates of Insurance: All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of Insurance evidencing claims made or occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
4. Premiums and Deductibles: The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the City is an insured under the policy. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
5. Waiver of Subrogation: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify each insurance company of the Waiver of

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

C. Other Policy Requirements:

1. All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
5. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
6. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.

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

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BIDDER CHECKLIST

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

| ITEM # | SUBMITTAL | BIDDERS RESPONSE | | |
|--------|--|------------------|----|--------------|
| | | INCLUDED | | |
| | | YES | NO | N/A or OTHER |
| 1 | Bidder has completed, signed and/or notarized all required and included this checklist with bid submittal | | | |
| 2 | State of Florida Registration: Proposer shall be registered with the State of Florida to perform the professional services required for this proposal. A copy of Registration <u>must</u> be included with submission. If Other, explain on a separate sheet. | | | |
| 3 | Bid Form: Totals provided and signed by Binding authority | | | |
| | Acknowledge addenda signed by Binding authority | | | |
| | Bid Schedule: Completed (entered an amount in every line item) signed by Binding authority | | | |
| 4 | Statement of Organization: completed, signed and notarized | | | |
| 5 | References: Completed and signed | | | |
| 6 | Conflict of Interest: Completed and signed | | | |
| 7 | Equipment and Source of Supply/Subcontractors: Completed | | | |
| 8 | • 'Affidavit Claiming 'Local Business' OR | | | |
| | • 'North Port Local Business' OR | | | |
| | • If neither 'X-through the documents' | | | |
| 11 | Drug-Free Workplace (If Applicable): Completed and signed | | | |
| | Florida Trench and Safety Affidavit (If Applicable): Completed and signed | | | |
| 12 | Public Entity Crime Information: Completed, signed and notarized | | | |
| 13 | Non-Collusive Affidavit: Completed, signed and notarized | | | |
| 14 | No Lobbying Affidavit: Completed, signed and notarized | | | |
| 15 | Bid Bond (Attached) | | | |
| 16 | Number of Originals: 1 (signed) | | | |
| 17 | Number of copies: 1 (signed) | | | |
| 18 | CD or USB Flash Drive: One (1) electronic version in Portable Document Format (PDF) or Flash Drive containing the entire submittal. | | | |
| 19 | Insurance Certificate Bidder has reviewed all the insurance requirements and is able to provide a certificate within ten (10) days of award. | | | |
| 20 | Credit Cards Does your company accept Credit Card Payments | | | |
| 21 | LABEL FOR SEALED BID: RFB NO. 2017-07 Sidewalk Construction City of North Port Purchasing Division Alla V. Skipper, CPPB, Senior Contract Specialist 4970 City Hall, Suite 337 North Port, Florida 34286 | | | |

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

This page must be completed and submitted

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

BID FORM

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

CONTRACTOR LICENSE #: _____

FEID #: _____

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

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

TOTAL BID PRICE

_____ \$ _____
(TYPE/PRINT) (NUMERIC)

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

COMPANY NAME: _____

SIGNATURE: _____

This page must be completed and submitted

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

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

SUMMARY OF PAY ITEMS

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

| City of North Port Haberland Blvd/San Mateo Dr./Purdue St. Sidewalks | | | | | |
|--|--|-----------|-------|------------|---------------|
| Bid Form | | | | | |
| No. | Description | Est. Qty. | Units | Unit Price | Extended Amt. |
| I. GENERAL | | | | | |
| 101-1 | Mobilization | 1 | LS | | |
| 1001-1 | Survey, Stakeout, & Record Drawings | 1 | LS | | |
| 102-1 | Maintenance of Traffic | 1 | LS | | |
| 104-1 | Erosion Control | 1 | LS | | |
| II. CLEARING, GRUBBING & EARTHWORK | | | | | |
| 110-1 | Clearing & Grubbing | 17030 | SY | | |
| 120-1 | Excavation, Embankment and Grading | 1 | LS | | |
| 570-1 | Sod (Bahia) | 14010 | SY | | |
| III. DRAINAGE | | | | | |
| 430-1 | Elliptical Concrete Pipe Culvert (HE III)(12"x18") | 12 | LF | | |
| 430-2 | Mitered End Section (Elliptical)(12"x18") | 1 | EA | | |
| 430.3 | Mitered End Section (Elliptical)(19"x30") | 1 | EA | | |

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

This page must be completed and submitted

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

| IV. SIDEWALK | | | | | |
|----------------------------------|---|------|----|--|--|
| 160-1 | Type "B" stabilization (LBR) (8" Thick) | 3940 | SY | | |
| 515-4 | Bullet Rail, Single Rail | 188 | LF | | |
| 520-1 | Type "D" Curbing | 133 | LF | | |
| 522-1 | 4" Concrete Sidewalk | 2930 | SY | | |
| 522-2 | 6" Concrete Sidewalk | 350 | SY | | |
| 527-1 | Detectable Warning System | 21 | EA | | |
| V. SIGNAGE & STRIPING | | | | | |
| 700-1 | Relocating Stop & Street Sign | 7 | EA | | |
| 700-2 | Single Post Sign, F&I less than 12SF | 8 | AS | | |
| 700-3 | Project Signs | 2 | EA | | |
| 711-1 | 5'x12" White Crosswalk Striping | 600 | LF | | |
| 711-2 | 12'x24" White Stopbar | 95 | LF | | |
| VI. MISC. | | | | | |
| MISC. 1 | Groundbreaking | 1 | LS | | |
| MISC. 2 | Ribbon Cutting | 1 | LS | | |
| TOTAL = | | | | | |

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

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**REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO
DRIVE/PURDUE STREET**

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

| | | | |
|--------------------|-------------|--------------------|-------------|
| Addendum No. _____ | Dated _____ | Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ | Addendum No. _____ | Dated _____ |
| Addendum No. _____ | Dated _____ | Addendum No. _____ | Dated _____ |

BID BOND AND PERFORMANCE/PAYMENT BOND

BID BOND: ACCOMPANYING THIS PROPOSAL IS _____

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

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

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

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

COMPANY NAME: _____

SIGNATURE: _____

This page must be completed and submitted

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

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

REFERENCES

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

1. Business/Customer Name: _____

Name of Contact Person: _____ Position _____

E-mail: _____ Telephone# _____

Project Description/Location: _____

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

Completion Date: _____

2. Business/Customer Name: _____

Name of Contact Person: _____ Position _____

E-mail: _____ Telephone# _____

Project Description/Location: _____

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

Completion Date: _____

3. Business/Customer Name: _____

Name of Contact Person: _____ Position _____

E-mail: _____ Telephone# _____

Project Description/Location: _____

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

Completion Date: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

This page must be completed and submitted

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

STATEMENT OF ORGANIZATION

Name of Business: _____

DBA (if any): _____

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

Business Address: _____

Mailing Address (If applicable): _____

Phone: _____ **Fax:** _____

E-Mail: _____

Name/Title of person authorized to bind: _____

Signature: _____

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

If yes, what is your State document number? _____

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

STATE OF _____

COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

This page must be completed and submitted

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

EQUIPMENT LIST

Equipment is located at: _____

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

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

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **SIDEWALK CONSTRUCTION**. 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. **(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER)**

(If not applicable, state N/A).

SUBCONTRACTOR(S)

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

SUPPLIER(S)

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

COMPANY NAME: _____

SIGNATURE: _____

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REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

CONFLICT OF INTEREST FORM

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

PART I.

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

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

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

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

☐ None of The Above

PART II:

Are you going to request an advisory board member waiver?

☐ I will request an advisory board member waiver under §112.313(12)

☐ I will NOT request an advisory board member waiver under §112.313(12)

☐ N/A

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

COMPANY NAME: _____

SIGNATURE: _____

This page must be completed and submitted

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

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

**AFFIDAVIT
Claiming Status as a LOCAL BUSINESS**

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

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

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

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

AND

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

AND

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

AND

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

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

State of Florida
County of _____

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

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

AFFIDAVIT

Claiming Status as a North Port Local Business

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

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

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

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

AND

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

AND

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

AND

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

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

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

State of Florida

County of _____

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

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

PUBLIC ENTITY CRIME INFORMATION

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

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

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

State of Florida
County of _____

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

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

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

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

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

By: _____

(Printed Name)

(Title)

State of Florida

County of _____

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

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

COMPANY NAME: _____

SIGNATURE: _____

This page must be completed and submitted

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REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

DRUG FREE WORKPLACE FORM

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

(Company Name)

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

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

Check one:

☐

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

☐

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Signature

Print Name

Date

This page must be completed and submitted

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

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

(Complete if applicable)

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

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

Authorized Signature/Title

Sworn to and subscribed before me

this _____
(date)

Notary Public Signature

(Notary Seal)

My Commission Expires: _____

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

LOBBYING CERTIFICATION

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

STATE OF _____

COUNTY OF _____

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

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

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

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

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

Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH BID

**REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO
DRIVE/PURDUE STREET**

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

This Contract (“Contract”) is made this _____ day of _____, **2016**, by and between the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, hereinafter referred to as the “City” and **ODYSSEY MANUFACTURING COMPANY**, a Florida corporation, 1484 Massaro Boulevard, Tampa, Florida 33619, hereinafter referred to as the “Contractor.”

WITNESSETH

That the parties to this Contract, in consideration of their mutual agreements and promises hereinafter contained, bind themselves, their partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the agreements and bid documents executed between the parties, and do hereby further agree as follows:

1. RESPONSIBILITIES OF THE CONTRACTOR:

- A. Responsibility for and Supervision:** The Contractor shall supervise and direct the work to the best of Contractor’s ability, give it all the attention necessary for such proper supervision and direction and not employ for work on the project any person without sufficient skill to perform the job for which the person was employed.

The Contractor assumes full responsibility for acts, negligence, or omissions of all Contractor’s employees on the project, for those subcontractors and their employees, and for those of all other persons doing work under a contract with him/her. All contracts between the Contractor and any such subcontractor as the Contractor shall hire, shall conform to the provisions of the Contract and bid documents and shall incorporate in them the relevant portions of this Contract.

- B. Furnishing of Labor and Materials:** The Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, and all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained, and with the Request For Bid No. 2016-57, including the plans and specifications, addendums and with the proposal submitted by the Contractor and on file with the City. The foregoing Request for Bid (RFB), specifications, and proposal submitted by the Contractor, are hereby specifically made a part of this Contract and are incorporated herein.

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

- C. Incorporation of Bid Documents:** The **Request for Bid No. 2016-57**, including the plans, specifications, and addendums, and Contractor’s response to RFB, are specifically made a part of this Contract and are incorporated herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

1. First, this Contract (Contract No. 2016-57) Approved by Commission on 11/8/2016, and any attachments;
 2. Second, Request for Bid, including any and all attachments and addenda;
 3. Third, Contractor's response to this solicitation; and
 4. Fourth, specific direction from the City Manager.
- D. Public Records Law:** In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:
1. Keep and maintain public records required by the City to perform the service.
 - c. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

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

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

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

2. CONTRACT PRICE:

In consideration of the foregoing services, work, labor and materials to be furnished by the contractor as per said plans, specifications and addendums, the City agrees to pay to the Contractor **\$ 301,220.00.** The **CONTRACT PRICE** is **Three Hundred One Thousand Two Hundred Twenty Dollars and Zero Cents (\$301,220.00).**

3. PAYMENT:

Two (2) original requests for payment must be submitted to the City of North Port on a form approved by the City. Each pay request must be accompanied by an updated work schedule to reflect progress of work. Payment shall be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (Florida Statutes Chapter 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract. Prior to fifty percent (50%) completion, the Contractor will be paid monthly the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the Contract, the City must reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor upon request of the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the Contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract. The City shall inform the Contractor's Surety of any reduction in retainage. Contractor must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly authorized administrative agent, shall approve final payment for all work, materials or services furnished under this Contract retainage may be reduced upon issuance of the Certificate of Substantial Completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

4. CONTRACT TIME:

The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract shall be completed in not more than **180 calendar days** from the notice to proceed; subject only to delays caused through no fault of the Contractor or acts of God. The work will be substantially complete within **150 calendar days**, with final completion within **30 calendar days** after attaining Substantial Completion. Time is of the essence in the performance of this Contract.

5. LIQUIDATED DAMAGES:

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

The City shall issue a Notice of Substantial Completion when it has determined that the work identified in the Contract has been substantially completed; record drawings have been submitted and approved by the City and that the facility is operating satisfactorily. The Contract time also includes up to fourteen (14) calendar days for the review of submittals, excluding pay requests, by the City. The City shall provide the Contractor a punch list within two (2) calendar days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet Contractor's obligations under the Contract. The Contractor shall complete the items on the punch list to the satisfaction of the City within twenty-eight (28) additional calendar days of the issuance of the Final Punch List or Notice of Substantial Completion, whichever is later, and prior to submittal of the application for reduction of retainage or final payment. Any cost incurred by the City (i.e. inspection time) after the twenty-eight (28) calendar day period shall be charged to the Contractor.

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not substantially completed within the Contract time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **(\$1,074.00)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Substantial Completion is delayed beyond the Contract Time.

It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Substantial Completion of the work.

6. BONDS:

- C. Bond Requirements:** The successful bidder shall provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days of being awarded the bid**. **Failure by the successful bidder to provide the bond within ten (10) business days shall be considered a default under Sec. 2- 404 of the City of North Port Administrative Code**. Such default

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

shall only be curable at the option of the City. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre- construction meeting. Such default shall only be curable at the option of the City.

In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

Upon such default the City may immediately award the bid to the next lowest responsive and responsible bidder, and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder.

D. Performance and Payment Bond: The Contractor shall provide a Performance and Payment Bond, in the form prescribed in Florida Statutes Section 255.05 in the amount of one hundred percent (100%) of the Contract amount, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the Surety Company:

5. Is licensed to do business in the State of Florida;
6. Holds a certificate of authority authorizing it to write surety bonds in this state;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code;
5. Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
6. A current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
7. With an underwriting limitation of at least two times the dollar amount of the contract.

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

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

7. INSURANCE:

REQUEST FOR BID NO. 2017-07 SIDEWALK CONSTRUCTION: HABERLAND BLVD/ SAN MATEO DRIVE/PURDUE STREET

Before performing any Contract work, the Contractor shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the City. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Contractor.

A. Required Policies:

1. Workers' Compensation and Employers' Liability Insurance (Per Chapter 440, Florida Statutes):
The Contractor shall procure and maintain during the life of this Contract Workers' Compensation insurance for all Contractor's employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers' Compensation insurance. For additional information contact the Department of Financial Services, Workers' Compensation Division at 850.413.1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of Contractor's employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.
Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.
2. Comprehensive General Liability: The Contractor shall procure and maintain, and require all subcontractors to procure and maintain during the life of this Contract, a comprehensive general liability policy, including, but not limited to: 1) Independent Contractor's liability; 2) products and completed operations liability; 3) contractual liability; 4) broad form property damage liability; and 5) personal injury liability. The minimum limits shall be no less than \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
3. Business Automobile Liability: The Contractor shall procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance including all owned, hired, and non-owned automobiles. The minimum combined single limit per occurrence shall be no less than \$1,000,000 for bodily injury and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles, as well as

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employee's non-ownership.

4. Environmental/Pollution Liability: The Contractor shall procure and maintain, and require all subcontractors to procure and maintain during the life of this Contract, a separate Pollution Liability policy. The minimum limit shall be no less than \$1,000,000 each occurrence and \$1,000,000 general aggregate.

B. Special Requirements:

1. Occurrence Basis: All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. Additional Insured: All policies required by this Contract, with the exception of Workers' Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insureds as their interest may appear under this Contract. This MUST be written in the description of operations section of the insurance certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.
3. Certificates of Insurance: All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of Insurance evidencing claims made or occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
4. Premiums and Deductibles: The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject,

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whether or not the City is an insured under the policy. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

5. Waiver of Subrogation: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

C. Other Policy Requirements:

1. All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the City.
2. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
7. Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
8. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
5. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
6. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The

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extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.

8. INDEMNITY:

The Contractor shall indemnify and hold harmless the City, its Commissioners, officers, and employees, from and against any and all liabilities, damages, losses and costs (including attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), which may arise out of any negligence, recklessness, or intentional wrongful misconduct of the Contractor (or Contractor's Officers, subcontractors, sub-subcontractors, materialmen, or the employees, or agents of any one of them, if any) in the performance or the failure to perform under the terms of the Contract. In the event of a claim, the City shall promptly notify the Contractor in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided in Section 18. Notification may also be provided by fax transmission to the number provided in Section 18, if provided.

The City shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

9. CONTRACTOR'S AFFIDAVIT:

When all work contemplated by this Contract has been completed and has been inspected and approved by the City or its duly authorized agent, the Contractor shall furnish to the City a Contractor's Affidavit in a form acceptable to the City. The City also requires that signed affidavits of payment be provided to the City from any and all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits shall state whether the subcontractor(s) has been paid in full or whether there are payments remaining. A list of all subcontractors shall be furnished to the City prior to any payments against the Contract.

10. TERMINATION AND DEFAULT:

The City Manager or designee shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor and, in that event, the Contractor shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract.

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- A. **Funding in Subsequent Fiscal Years:** It is expressly understood by the City and the Contractor that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.
- B. In the event that the Contractor has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.
- C. The Contractor shall have the right to terminate the Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- D. The City Manager or designee reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor or an assignment is made for the benefit of creditors.
- E. In the event Contractor breaches this Contract, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:
1. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Contract;
 2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
 3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 4. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 5. Claims made, or likely to be made, against the City or its property;
 6. Loss caused by the Contractor; and/or
 7. The Contractor's failure or refusal to perform any of the obligations to the City.

Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Contract, and are not waived by final payment and/or acceptance.

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11. INDEPENDENT CONTRACTOR:

The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Contract. The Contractor shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

12. SUBCONTRACTORS:

Contractor shall furnish to City a list of all subcontractors prior to any payments against the Contract. All subcontractors are subject to City approval.

13. LICENSES AND PERMITS/LAWS AND REGULATIONS:

The Contractor shall pay all taxes required by law in connection with the activity in accordance with this Contract including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, shall secure all licenses and permits necessary for proper completion of the work, paying any fees therefore. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this contract. The Contractor shall comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Contract documents are at variance therewith, the Contractor shall notify the City promptly on the discovery of such variance.

14. AMENDMENT:

This Contract constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under this Contract.

15. EQUAL EMPLOYMENT OPPORTUNITY:

The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this

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advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

16. NON-DISCRIMINATION:

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

17. ASSIGNMENT:

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to the Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy. Notice shall be promptly given to the City.

18. NOTICES:

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

| | |
|--------------------|--|
| As to City: | Project Manager |
| | Public Works |
| | 1100 N. Chamberlain Blvd. |
| | North Port, Florida 34286 |
| | Tel: 941.240.8050 |
| | Fax: 941.240.8063 |
| | E-Mail: bnewman@cityofnorthport.com |

As to Contractor:

Notices shall be effective when received at the addresses specified above. Changes to the addresses may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received after 5:00 pm or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

19. WAIVER:

No delay or failure to enforce any breach of this Contract by either City or Contractor shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not

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affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20. ATTORNEY'S FEES:

In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings, at both trial and appellate levels.

21. GOVERNING LAW, VENUE AND SEVERABILITY:

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

22. PARAGRAPH HEADINGS:

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

23. ENTIRE AGREEMENT:

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

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date first above written.

CITY OF NORTH PORT, FL

Attest: _____
Patsy C. Adkins, City Clerk, MMC

By: _____
Jonathan R. Lewis, ICMA-CM, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Mark Moriarty, City Attorney

Witness: _____

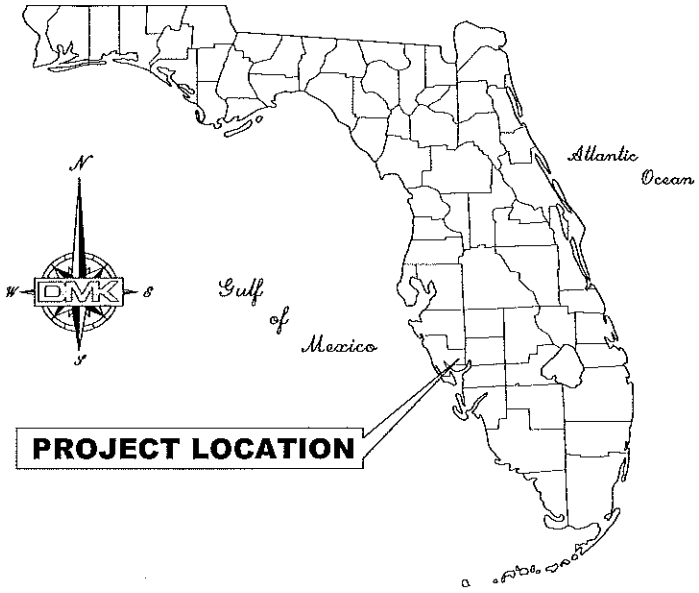
CONTRACTOR:

By: _____

Print Name: _____

Title: _____

CITY OF NORTH PORT
WA #4
HABERLAND SIDEWALKS
CITY OF NORTH PORT
SARASOTA COUNTY, FLORIDA



UTILITY NOTIFICATION

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

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UTILITY CONTACTS:

| | | | |
|---------------------------------|----------------------------------|-----------------------|----------------------------------|
| CITY OF NORTH PORT UTILITIES | DARRELL SMITH (941) 240-8021 | TECO: PEOPLES GAS | DANNY SHANAHAN (941) 342-4006 |
| CITY OF NORTH PORT PUBLIC WORKS | RICK ST. LOUIS (941) 628-4560 | VERIZON FLORIDA, INC. | DENISE HUTTON (941) 906-6722 |
| COMCAST | GONZALO ROJAS (941) 342-3578 | FLORIDA POWER & LIGHT | DAN SONNENBERG (239) 332-9129 |

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- 1.6 BEST MANAGEMENT PRACTICES NOTES & DETAILS
- 2.0 HORIZONTAL & VERTICAL CONTROL AND BENCH MARK LOCATION SHEET
- 2.1-2.4 HABERLAND BOULEVARD (HILLSBOROUGH BLVD to JEANNIN DRIVE)
- 3.0 NORTH PURDUE (EAST PRICE BLVD to AMNESTY DR.)
- 4.0 SAN MATEO DRIVE (SKYWAY AVE to EAST PRICE BLVD)
- 5.0-5.3 HABERLAND BOULEVARD CROSS SECTION SHEET
- 5.4 N. PURDUE ST. & S. SAN MATEO DR. CROSS SECTION SHEET
- 5.5 DRAINAGE CROSS SECTION SHEET

NOTE:

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

PROJECT STANDARDS:

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

THESE PLANS ARE IN COMPLIANCE WITH THE AMERICANS' WITH DISABILITIES ACT (A.D.A.) MANUAL.

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

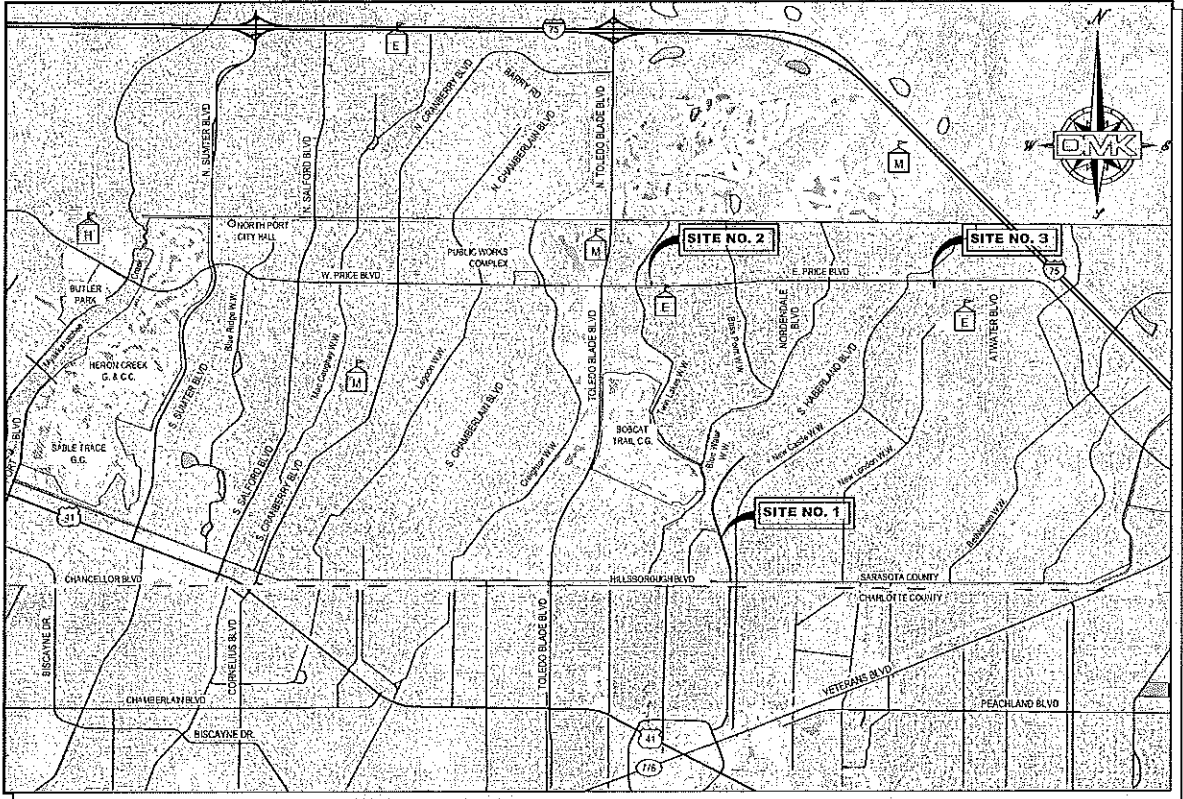
THESE PLANS ARE IN COMPLIANCE WITH THE CITY OF NORTH PORT UNIFIED LAND CODE (ULDC).

GOVERNING STANDARDS AND SPECIFICATIONS:

CITY OF NORTH PORT ULDC. FLORIDA ADA ACCESSIBILITY CODE.

SURVEY HORIZONTAL & VERTICAL CONTROL NOTES:

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



LOCATION MAP

N.T.S.

SITE No. 1 - HABERLAND BLVD. (HILLSBOROUGH BLVD. to JENNNIN DR.)

PORTIONS SECTIONS 29, 31 & 32, TOWNSHIP 39S, RANGE 22E

SITE No. 2 - N. PURDUE ST. (E. PRICE BLVD. to AMNESTY DR.)

SECTION 19, TOWNSHIP 39S, RANGE 22E

SITE No. 3 - S. SAN MATEO DR. (E. PRICE BLVD. to SKYWAY DR.)

SECTION 21, TOWNSHIP 39S, RANGE 22E

FINAL DESIGN PLANS

CITY COMMISSIONERS:

| | |
|--------------------|--------|
| CHERYL COOK | SEAT 1 |
| TOM JONES | SEAT 2 |
| RHONDA Y. DIFRANCO | SEAT 3 |
| JACQUELINE MOORE | SEAT 4 |
| LINDA YATES | SEAT 5 |

CITY MANAGER

JONATHAN LEWIS



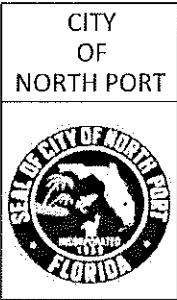
ENGINEER & SURVEYOR:

421 COMMERCIAL COURT, SUITE C
VENICE, FLORIDA 34292

P: (941) 412-1293

F: (941) 412-1043

info@dmkassoc.com



PREPARED FOR:
CITY OF NORTH PORT
DEPARTMENT OF PUBLIC WORKS

1100 NORTH CHAMBERLAIN BOULEVARD
NORTH PORT, FLORIDA. 34286

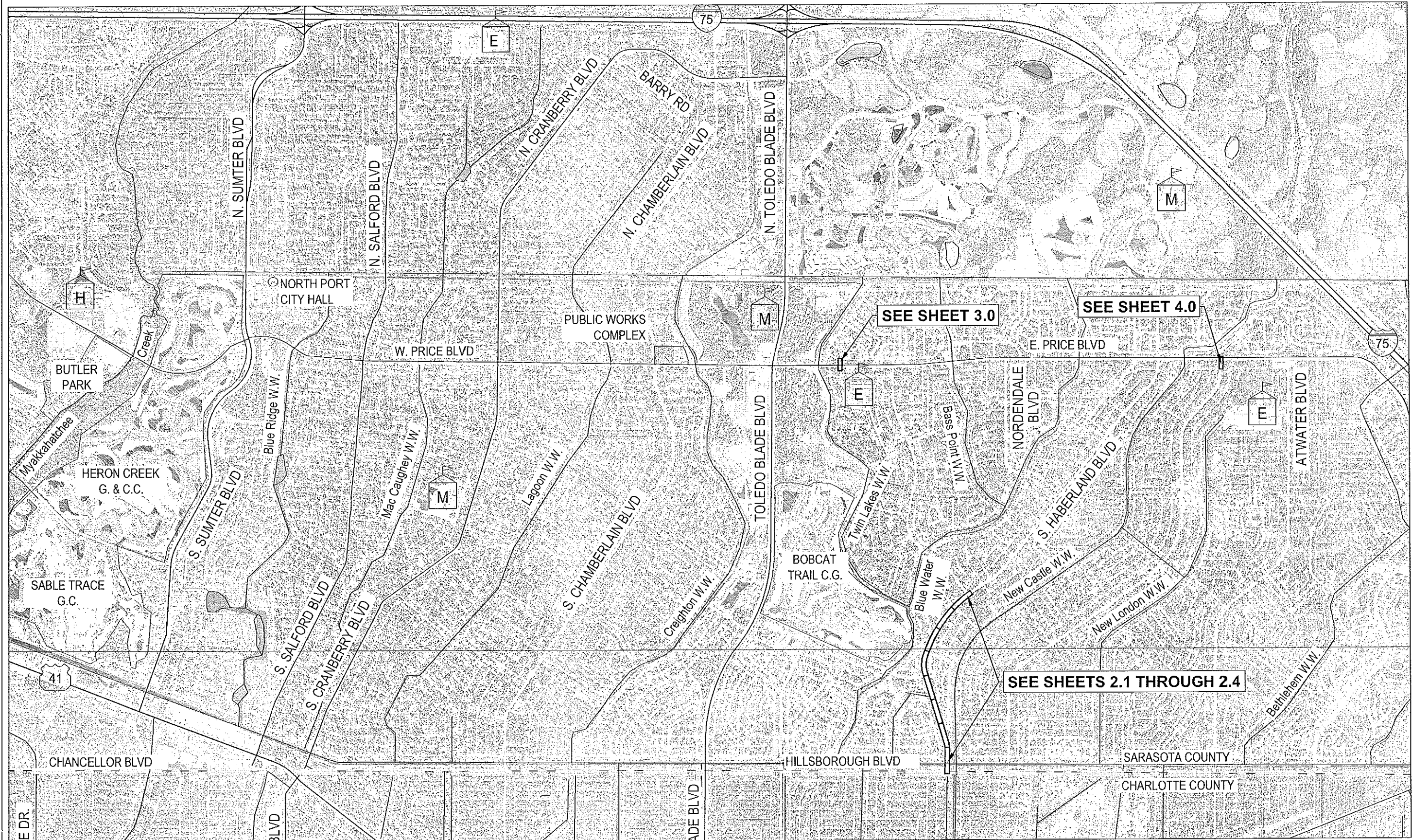
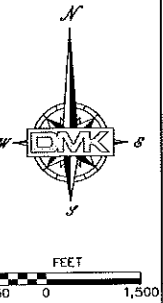
P: (941) 240-8320

F: (941) 240-8063

BENJAMIN NEWMAN, P.E.
PUBLIC WORKS PROJECT ENGINEER

ENGINEER'S CERTIFICATE OF COMPLIANCE
I HEREBY CERTIFY THAT THE DESIGN OF THIS PROJECT, AS PREPARED UNDER MY PERSONAL DIRECTION AND CONTROL, COMPLIES WITH ALL APPLICABLE STANDARDS.

ENGINEER OF RECORD
KREG E. MAHEU P.E.
FLORIDA LICENSE No. 45766
C.A. No. 3943



Drawing name: F:\projects\2015-2016\15-0184 North Port EDR Agmt. 2015-2016\15-0184-04 Haberland Sidewalk.dwg Date Printed: Fri, 01 Jul 2016 8:10am

| NO. | REVISION | DATE | BY |
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North Port
FLORIDA



DMK ASSOCIATES
ENGINEERS & SURVEYORS
421 Commercial Court, Suite C, Venice, Florida 34292
Phone (941)412-1293, Fax (941)412-1043
Certificate of Authorization No. 3934

| | | | |
|--------|----------|------------------|-------|
| DATE | 05/27/16 | CKD. BY | DATE |
| DRAWN | RMS | KEM | 05/16 |
| DESIGN | KEM/RMS | KEM | 05/16 |
| SCALE | @ 22x34" | DMK NO.15-0194-4 | |

CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
PROJECT LOCATION & KEY MAP

ENGINEER OF RECORD
KREG E. HANSEN P.E.
STATE OF FLORIDA NO. 45766

SHEET No.
1.1

Drawing name: F:\Projects\2015\15-0194 - North Port EOR Agmt. 2015-36\15-0194-4-COVER.dwg Tab: 12 Date Plotted: Tue, 16 Aug 2016 - 2:30pm

GENERAL NOTES:

1. CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY AND ALL FIELD CONDITION(S) THAT WILL PREVENT THE CONSTRUCTION OF ANY ELEMENT OF THE PROPOSED PROJECT IN ACCORDANCE WITH THE DESIGN STANDARDS AND APPROVED CONSTRUCTION DOCUMENTS FOR THIS PROJECT. IN ALL INSTANCES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO ANY INSTALLATION OF WORK. IF CONTRACTOR ELECTS TO INSTALL ANY WORK WHICH DEVIATES FROM THE APPROVED CONSTRUCTION DOCUMENTS WITHOUT PRIOR WRITTEN APPROVAL BY THE ENGINEER, THEN THE COST OF REMOVAL, REPAIR, REDESIGN AND/OR REPLACEMENT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS SAID WORK IS ACCEPTED AS AN AS-BUILT DEVIATION BY THE CITY OR THE ENGINEER. IN NO CASE SHALL THE CITY OR ENGINEER BE RESPONSIBLE FOR THE COST OF REMOVAL, REPAIR, REDESIGN AND/OR REPLACEMENT OF ANY WORK THAT DEVIATES FROM THE DESIGN STANDARDS AND APPROVED CONSTRUCTION DOCUMENTS FOR THIS PROJECT.
2. ALL NEW STORM DRAIN LINES AND ASSOCIATED COMPONENTS SHALL BE CONSTRUCTED TO ALIGNMENT AND LOCATION AS SHOWN IN THE PLANS UNLESS OTHERWISE DIRECTED BY ENGINEER.
3. ALL REINFORCED CONCRETE PIPE (RCP), & ELLIPTICAL REINFORCED CONCRETE PIPE (ERCP) SHALL BE CLASS III PIPE PER FDOT INDEX 205.
4. ALL ERCP SHALL BE INSTALLED WITH THE LONGITUDINAL AXIS PLACED HORIZONTALLY UNLESS NOTED OTHERWISE.
5. ALL EARTHWORK AND COMPACTION SHALL BE INSPECTED BY THE ENGINEER OR DULY APPOINTED REPRESENTATIVE, PRIOR TO FILLING OR CONSTRUCTION.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY, PRIOR TO BIDDING, TO INSPECT THE JOB SITE AND TO BE TOTALLY FAMILIAR WITH THE PLANS AND THEIR INTENT.
7. THE CONTRACTOR SHALL PROVIDE CERTIFIED RECORD INFORMATION THAT MEET THE CITY OF NORTH PORT PERMIT REQUIREMENTS TO THE ENGINEER.
8. CONTRACTOR SHALL MAINTAIN SLOPES AND SOD UNTIL COMPLETION AND ACCEPTANCE OF TOTAL PROJECT OR GROWTH IS ESTABLISHED. UNTIL ACCEPTANCE, ALL EROSION, SILTATION AND MAINTENANCE OF GRADES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
9. IT IS THE INTENT OF THE CITY OF NORTH PORT TO SAVE ALL EXISTING TREES IN THE PROJECT LIMITS WHERE FEASIBLE. CONTRACTOR SHALL PROVIDE THE NECESSARY MEASURES TO ENSURE TREES ARE PROTECTED DURING SIDEWALK CONSTRUCTION.
10. WHERE EXCAVATIONS ARE IN CLOSE PROXIMITY OF TREES, THE CONTRACTOR SHALL USE EXTREME CARE IN NOT DAMAGING THE ROOT SYSTEM. NO EQUIPMENT, SUPPLIES, OR VEHICLES SHALL BE STORED OR PARKED WITHIN THE DRIP LINES OF THE TREES TO REMAIN AND BE PRESERVED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INFORM ALL EMPLOYEES AND SUBCONTRACTORS OF THIS REQUIREMENT AND TO ENFORCE SAME.
11. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING CONSTRUCTION TO CONTROL EROSION AND PREVENT THE TRANSPORT OF SEDIMENT TO SURFACE WATERS, STORM DRAINS AND/OR ADJACENT PROPERTIES. SILT SCREENS, AND/OR FILTER FABRIC, OR OTHER STANDARD EROSION CONTROL DEVICES SHALL BE PROVIDED IN ACCORDANCE WITH F.D.O.T. STANDARDS. EROSION CONTROL DEVICES (E.G. SILT SCREENS, TURBIDITY CURTAINS) SHALL BE INSTALLED AND MAINTAINED IN LOCATIONS INDICATED ON THE CONSTRUCTION PLANS OR ADDITIONALLY AT LOCATIONS WHERE CONSTRUCTION ACTIVITIES OR UNSTABILIZED SOILS HAVE THE POTENTIAL TO BE TRANSPORTED INTO AND/OR RESULT IN SEDIMENTATION OR TURBIDITY ENTERING WATERWAYS, WATER BODIES, WETLANDS, OR PRIVATE PROPERTIES.
12. CONTRACTOR SHALL MAINTAIN TRAFFIC IN ACCORDANCE WITH FDOT INDEX 600 (2012/2013) AND THE CITY OF NORTH PORT STANDARDS.
13. CONTRACTOR SHALL SPRINKLE OR OTHERWISE APPLY WATER TO EXPOSED CONSTRUCTION AREAS TO CONTROL SIGNIFICANT EROSION AND FUGITIVE DUST.
14. ALL CLEARING, GRUBBING AND CONSTRUCTION DEBRIS TO BE REMOVED FROM SITE AND PROPERLY DISPOSED.
15. THE REMOVAL OF ANY EXISTING STRUCTURES OR STORM SEWERS, HEADWALLS ETC., SHALL BE CONSIDERED INCIDENTAL WORK AND NO ADDITIONAL COMPENSATION SHALL BE MADE FOR THESE ITEMS.
16. EXISTING SIGNS IN THE SIDEWALK ALIGNMENT ARE TO BE REMOVED AND REPLACED AT AN APPROVED LOCATION. TEMPORARY SIGNAGE MAY BE REQUIRED PRIOR TO PERMANENT SIGN PLACEMENT.
17. IF A CITY OF NORTH PORT-OWNED SIGN IS TO BE REMOVED, COORDINATE RETURNING THE CITY OF NORTH PORT PROPERTY WITH THE PUBLIC WORKS DEPARTMENT AT 941-240-8050.
18. ALL SIGNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH MUTCD CRITERIA FOR SIGN SIZE, SHAPE, LETTERING DIMENSIONS AND REFLECTIVITY.
19. THE CONTRACTOR SHALL COORDINATE RELOCATION OF ALL AFFECTED UTILITIES WITH THE APPROPRIATE UTILITY COMPANIES.
20. THE LOCATION OF EXISTING UNDERGROUND UTILITIES, SHOWN IN PLANS, HAVE BEEN APPROXIMATED AND HAVE NOT BEEN INDEPENDENTLY VERIFIED. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL UTILITIES PRIOR TO COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. CALL SUNSHINE STATE ONE CALL FLORIDA, INC. @ (PHONE No. 811), 48 HOURS BEFORE YOU DIG.
21. IF UTILITY POLES, GUY WIRES, CATV BOXES, COMMUNICATION SPLICE BOXES, OR OTHER UTILITY OBSTRUCTIONS LOCATED IN THE AREA WHERE SIDEWALKS ARE TO BE CONSTRUCTED, THEN THE ENGINEER SHALL BE NOTIFIED, IF THEY PRESENT UNUSUAL PROBLEMS. ALL WATER VALVES AND METERS ARE TO BE ADJUSTED TO FINISHED GRADE.
22. SOD SHALL BE LAID AT BACK OF CURB, PAVEMENT EDGES, SWALES, INLETS, MITERED ENDWALLS, AND DETENTION AREAS AS SHOWN IN DETAILS OR AS DIRECTED BY THE ENGINEER, AND IN ALL AREAS DISTURBED BY THE WORK THAT IS NOT UNDER THE SIDEWALK. PAYMENT FOR SOD SHALL BE LIMITED TO THE CLEARING AND GRUBBING AREA SHOWN ON THE CROSS SECTION SHEETS AND CUT / FILL LINES ON THE PLAN SHEET.
23. ALL AREAS DISTURBED BY CONSTRUCTION ARE TO BE SODED WITHIN 7 CALENDAR DAYS TO PREVENT EROSION
24. ALL PROPOSED GROUND ELEVATIONS ARE FINISHED SOD ELEVATIONS. FINISH GRADING SHALL BE 0.2 FEET LESS THAN ELEVATIONS SHOWN TO ALLOW FOR THICKNESS OF SOD.

GENERAL NOTES (CONTINUED):

26. ALL TYPE B (CONCRETE, BROKEN ASPHALT, ROCKS), TYPE C (VEGETATIVE LAND CLEARING DEBRIS), OR TYPE D (REFUSE, PLASTIC, WOOD, METAL, ETC.) FILLS GENERATED BY THE PROJECT SHALL BE DISPOSED OF AT A PERMITTED LANDFILL OR RECYCLE FACILITY. ALL EXCESS TYPE A (CLEAN EARTHEN MATERIAL) SHALL BE HAULED TO A PERMITTED LANDFILL, CITY OWNED PROPERTY, OR SITE AUTHORIZED UNDER A BUILDING PERMIT, EARTH MOVING PERMIT, OR CONSTRUCTION PLAN APPROVAL TO RECEIVE FILL.
27. DURING THE PROJECT, ALL CLEARING AND STOCKPILING OF FILLS SHALL BE CONTAINED WITHIN THE CITY OF NORTH PORT RIGHTS-OF-WAY, OR WITHIN DESIGNATED CONSTRUCTION EASEMENTS. TEMPORARY STOCKPILING OF ANY TYPE A, B, C, OR D FILLS UPON PRIVATE PROPERTIES REQUIRES AUTHORIZATION FROM THE CITY OF NORTH PORT IN THE FORM OF AN EARTH MOVING PERMIT OR TEMPORARY CONSTRUCTION EASEMENT.
28. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BARRICADE AREAS UNDER CONSTRUCTION PURSUANT TO MAINTENANCE OF TRAFFIC PLANS OR AS OTHERWISE APPROVED FOR USE.
29. PLEASE NOTE THAT ON PLANS, POSITIVE DRAINAGE SHALL BE PROVIDED FOR ALL ADJACENT PROPERTIES AND MAINTAIN ALL HISTORIC OFFSITE FLOW PATTERNS.
30. ALL PAVEMENT MAKINGS SHALL BE 90 MILS ALKYD THERMOPLASTIC; OTHER THAN EDGE LINES, WHICH ARE 60 MILS AND BICYCLE LANE SYMBOLS, WHICH SHALL BE 30 MILS
31. A TREE PERMIT WILL BE REQUIRED PRIOR TO ANY CONSTRUCTION, NATIVE VEGETATIVE REMOVAL WITHIN THE DRIPLINE OF A TREE, AND/OR TREE REMOVAL.
32. ANY WELLS DISCOVERED DURING EXCAVATION, EARTHMOVING OR CONSTRUCTION MUST BE REPORTED TO THE SARASOTA COUNTY HEALTH DEPARTMENT ENVIRONMENTAL HEALTH WITHIN 24 HOURS OF DISCOVERY.
33. ALL WELLS ON SITE SHALL BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL REGULATIONS.
34. ALL CONCRETE DRAINAGE STRUCTURES AND PIPES SHALL BE CONSTRUCTED WITH 3,000 PSI CONCRETE.
35. ALL DRAINAGE PIPE JOINTS SHALL BE WRAPPED PER FDOT INDEX 280.
36. CONSTRUCTED SIDEWALK SHALL BE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE FLORIDA ACCESSIBILITY CODE.
37. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AREAS FOR STAGING AND STOCKPILING CONSTRUCTION MATERIALS AND WASTE OVERBURDEN INCLUDING APPROPRIATE EROSION AND SEDIMENTATION CONTROL DEVICES AND BEST MANAGEMENT PRACTICES.
38. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER HANDLING AND DISPOSAL OF CONTAMINATED SOILS IN ACCORDANCE WITH ALL STATE AND FEDERAL LAWS.
39. THE ONLY ACCEPTABLE METHODS FOR REMOVAL OF PAVEMENT MARKINGS ARE HYDRO-BLASTING OR GRINDING. EXISTING MARKINGS SHALL NO LONGER BE VISIBLE UPON COMPLETION OF THE REMOVAL, AS DEEMED BY THE ASSIGNED THE CITY OF NORTH PORT PROJECT INSPECTOR / ENGINEER.
40. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING DEWATERING PERMIT BY SWFWMD (IF REQUIRED) AND SHALL ALLOW 45 DAYS FOR APPROVAL PROCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING ALL PERMIT REQUIREMENTS RELATED TO DEWATERING. ALL WORK PERFORMED, INCLUDING PERMITTING, WILL BE INCIDENTAL TO THE PAYMENT ITEMS OF STANDARD SPECIFICATIONS, SECTION 120, EXCAVATION, EMBANKMENT AND GRADING.

HISTORY CENTER NOTES:

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

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

WATER RESOURCE NOTES:

1. EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPS) IN ADDITION TO THOSE PRESENTED ON THE PLANS AND OUTLINED IN THE EROSION AND SEDIMENT CONTROL PLAN (ECP) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE IMPLEMENTED AS NECESSARY TO PREVENT TURBID DISCHARGES FROM FLOWING ONTO ADJACENT PROPERTIES OR ROADWAYS, OFF SITE STORMWATER CONVEYANCES OR RECEIVING WATERS, OR ON SITE WETLANDS AND SURFACE WATERS. BMPS SHALL BE DESIGNED, INSTALLED, AND MAINTAINED BY THE SITE OPERATOR TO ENSURE THAT OFF SITE SURFACE WATER QUALITY REMAINS CONSISTENT WITH STATE AND LOCAL REGULATIONS. [THE OPERATOR IS THE ENTITY THAT OWNS OR OPERATES THE CONSTRUCTION ACTIVITY AND HAS AUTHORITY TO CONTROL THOSE ACTIVITIES AT THE PROJECT NECESSARY TO ENSURE COMPLIANCE.]
2. THE OPERATOR SHALL ENSURE THAT ADJACENT PROPERTIES ARE NOT IMPACTED BY WIND EROSION, OR EMISSIONS OF UNCONFINED PARTICULATE MATTER IN ACCORDANCE WITH RULE 62-296.320(4)(C)1, F.A.C., BY TAKING APPROPRIATE MEASURES TO STABILIZE AFFECTED AREAS.
3. FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ENTER STORMWATER DRAINS OR WATERBODIES, OR FUEL AND OTHER PETROLEUM PRODUCT SPILLS THAT ARE IN EXCESS OF 25 GALLONS SHALL BE CONTAINED, CLEANED UP, AND IMMEDIATELY REPORTED TO PUBLIC WORKS (941) 240-8050. SMALLER GROUND SURFACE SPILLS SHALL BE CLEANED UP AS SOON AS PRACTICAL.
4. IF CONTAMINATED SOIL AND/OR GROUNDWATER IS DISCOVERED DURING DEVELOPMENT OF THE SITE, ALL ACTIVITY IN THE VICINITY OF THE CONTAMINATION SHALL IMMEDIATELY CEASE, AND PUBLIC WORKS SHALL BE CONTACTED (941) 240.8050.

ABBREVIATIONS:

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

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

SURVEY ABBREVIATIONS AND LEGEND:

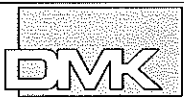
ABBREVIATIONS:

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

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

| | | | | | | | | |
|---|---|---|----|---|----------------------------|--------|---|-------------------------|
| ■ | = | Found 4"x4" Concrete Monument (number noted if any) | 🔥 | = | Fire Hydrant | 🚦 | = | Road Sign |
| ● | = | Found No. 5 Rebar (I.D. noted if any) | Ⓢ | = | Sewer Cleanout | 🔦 | = | Light Pole |
| ▲ | = | Found P.K. Nail and Disc (I.D. noted if any) | WS | = | Water Service | 🚦 | = | Street Light Box |
| ⬆ | = | Spot Elevation | W | = | Well/Monitor/Irrigation | 🔦 | = | Ground Light |
| □ | = | Set 4"x4" Concrete Monument with Cap L.B. #3943 | SS | = | Sanitary Sewer Manhole | 🚦 | = | Backflow Preventer |
| ○ | = | Set No. 5 Rebar with Cap L.B. #3943 | S | = | Storm Manhole | — — | = | Overhead Utility Line |
| △ | = | Set Mag. Nail and Disc L.B. #3943 | MH | = | Miscellaneous Manhole | —x—x— | = | Barb Wire or Wire Fence |
| ☒ | = | Utility Box | ES | = | Electric Service | —o—o— | = | Chain Link Fence |
| ● | = | Utility Pole | E | = | Electric Hand Hole/Manhole | —B—B— | = | Wooden Fence |
| → | = | Guy Wire Anchor | T | = | Telephone Riser/Hand Hole | —WTR— | = | Buried Water Line |
| 🔧 | = | Water Meter | TV | = | Cable TV | —TEL— | = | Buried Telephone Line |
| 🔧 | = | Water Valve | | | | —SEW— | = | Buried Sanitary Sewer |
| 🔧 | = | Sewer Valve | | | | —ELEC— | = | Buried Electric Line |

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DMK ASSOCIATES

ENGINEERS ■ SURVEYORS

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Phone (941) 412-1293, Fax (941) 412-1043

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| DESIGN | KEM/RMS | KEM | 05/16 |
| SCALE | @ 22x34" | DMK NO.15-0194-4 | |

CITY OF NORTH PORT - PUBLIC WORKS DIVISION

WA #4 - HABERLAND SIDEWALKS

PROJECT STANDARDS, GENERAL

NOTES, & ABBREVIATIONS

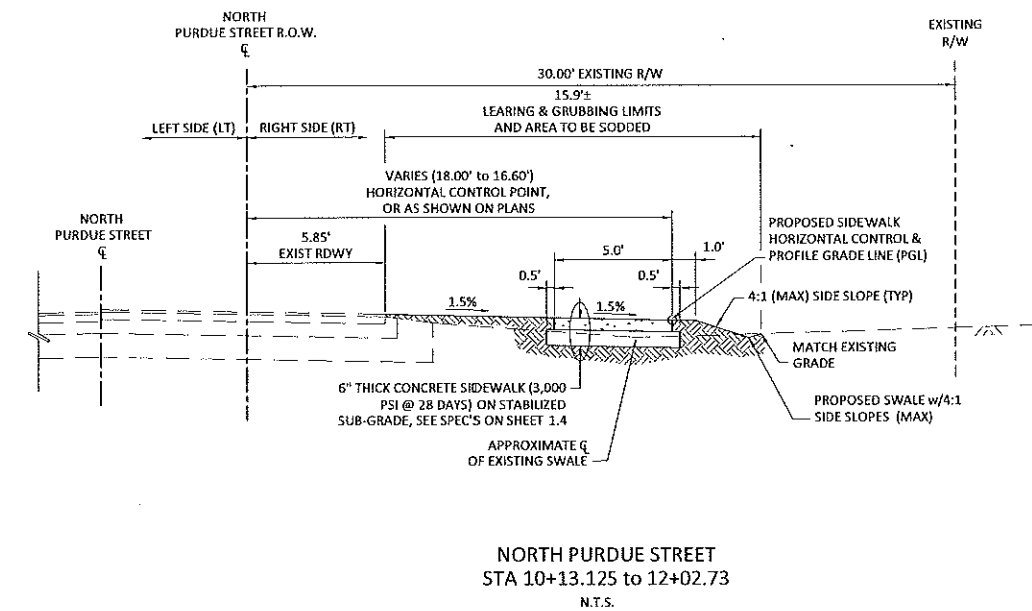
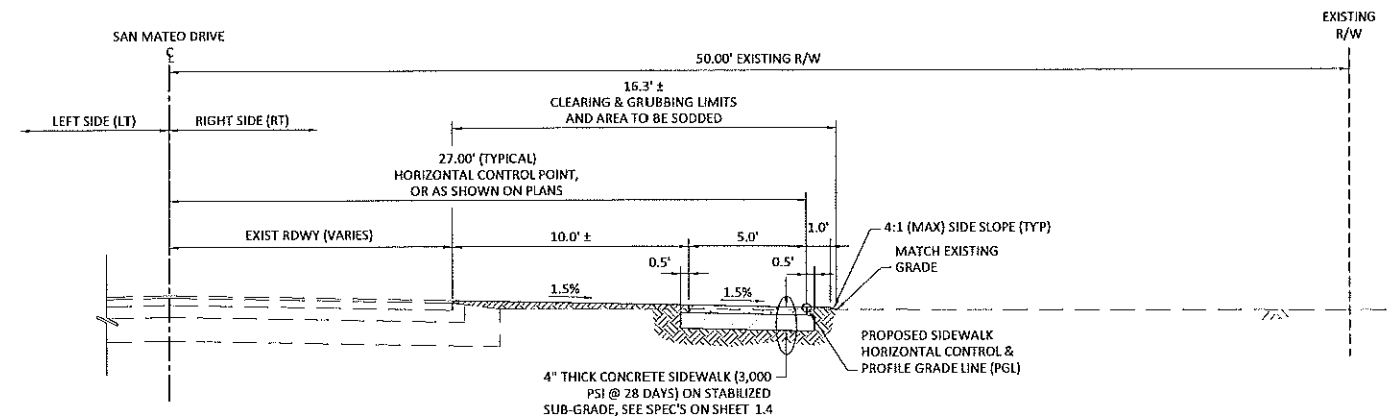
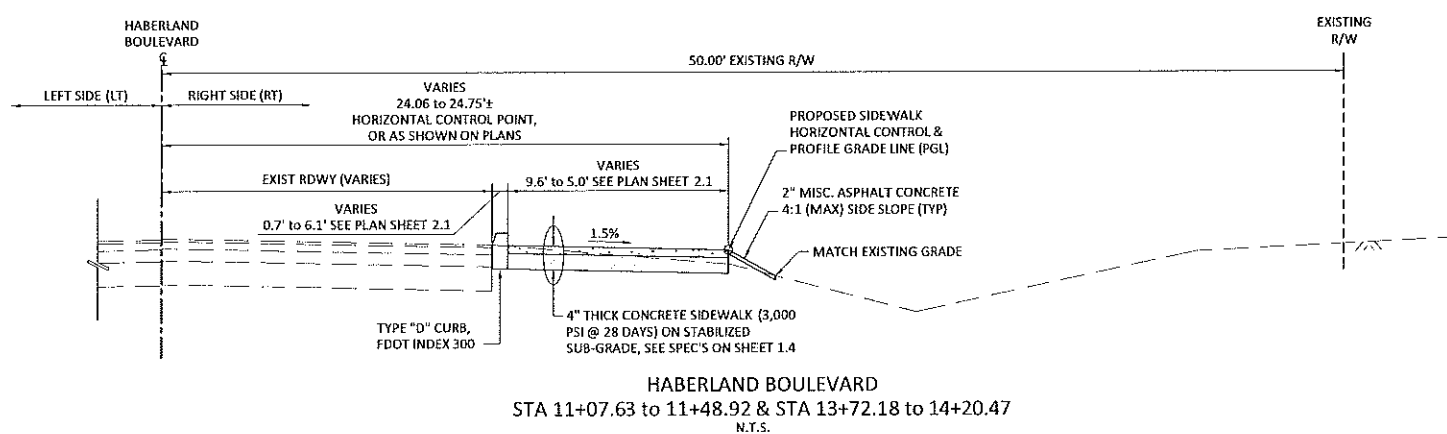
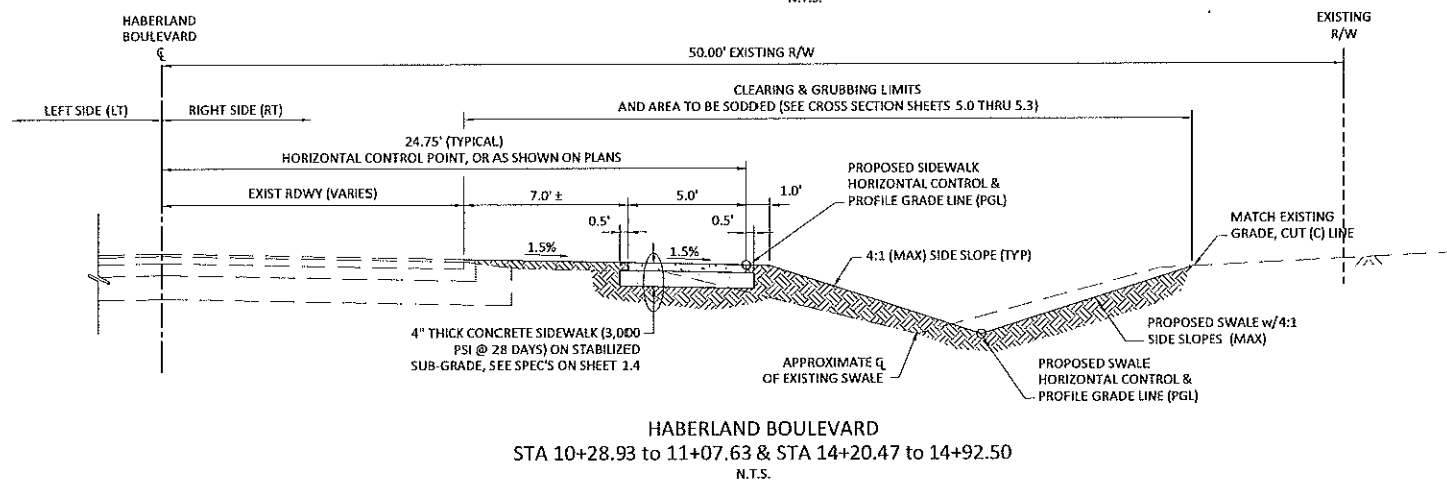
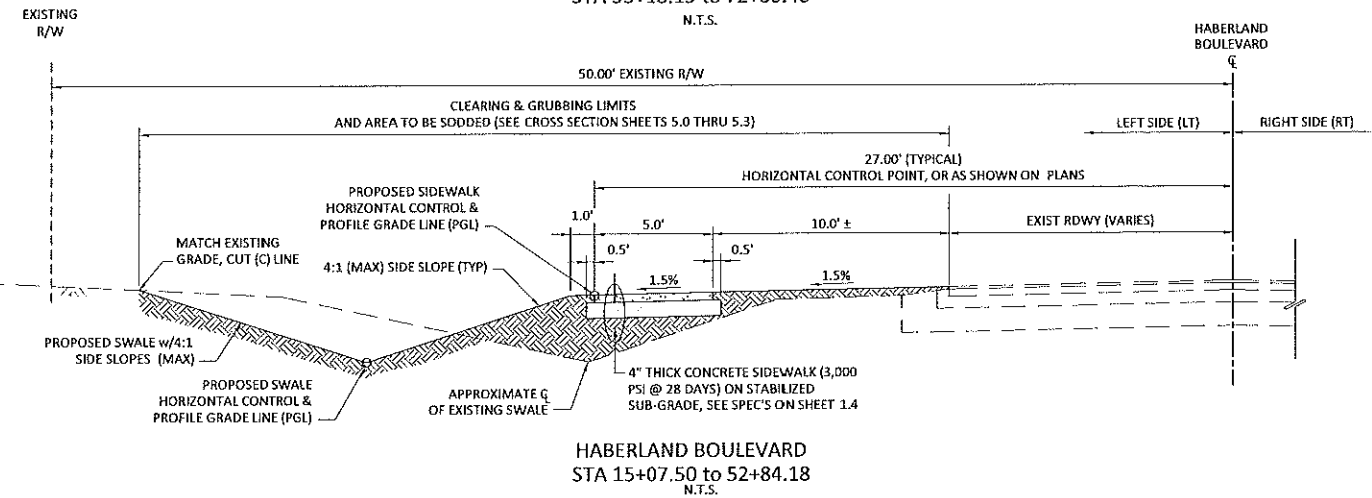
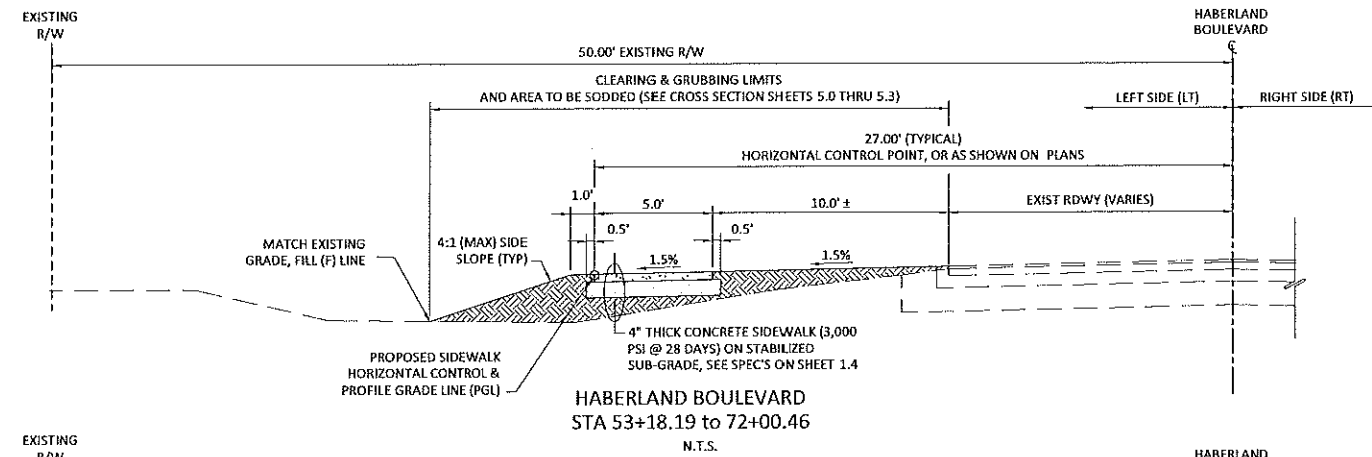
ENGINEER OF RECORD

KREG E. MAHEU P.E.

STATE OF FLORIDA NO. 457661

SHEET No.

1.2



SECTIONS ARE LOOKING UP STATION (TYP)



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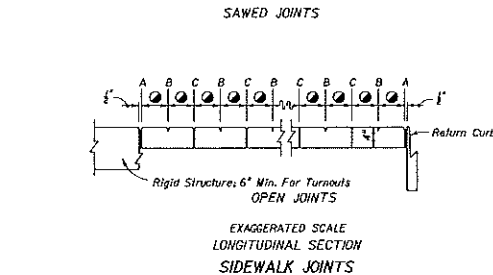
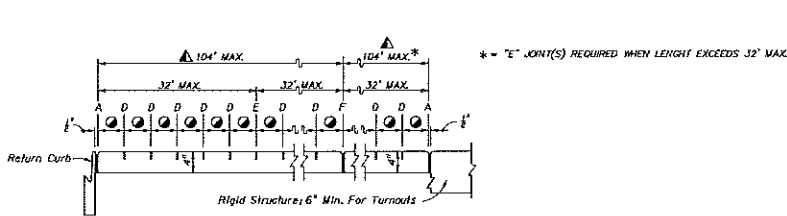
CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
TYPICAL SECTIONS

ENGINEER OF RECORD
KREG E. JAHNE P.E.
STATE OF FLORIDA NO. 45769

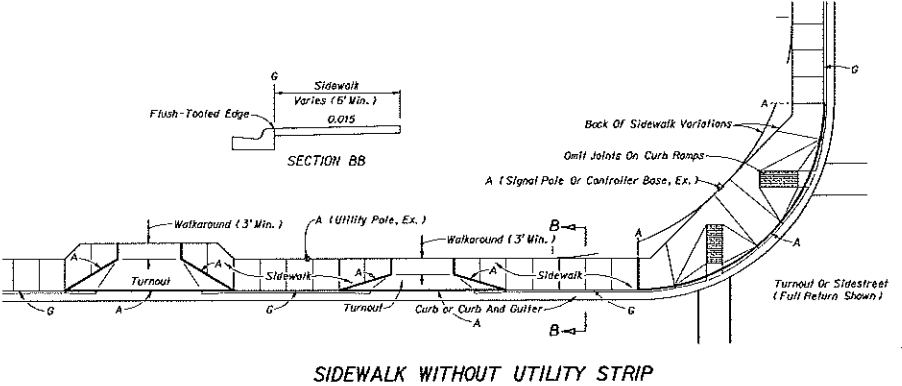
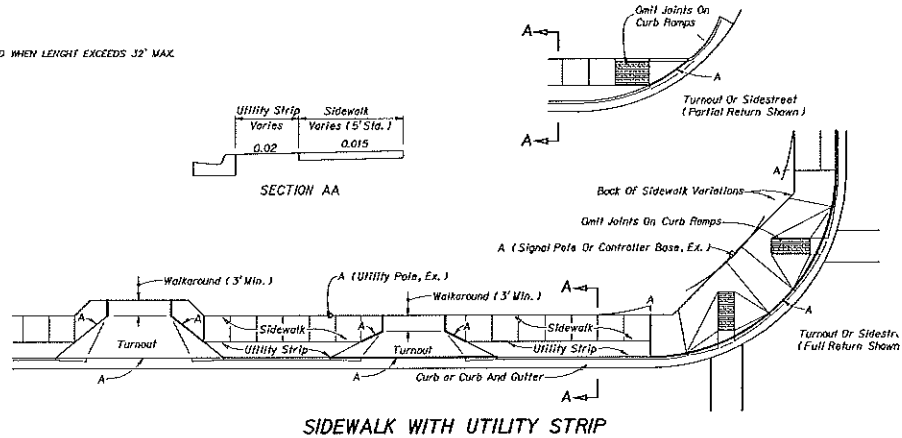
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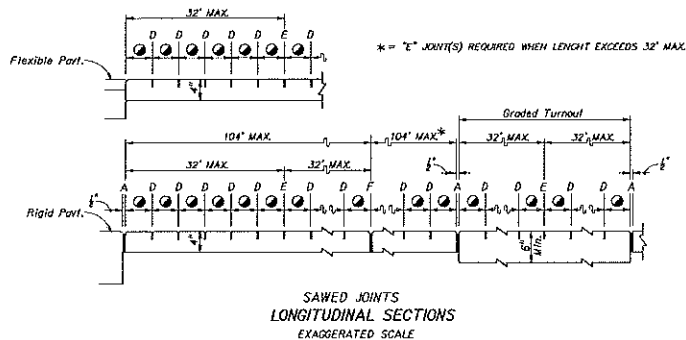
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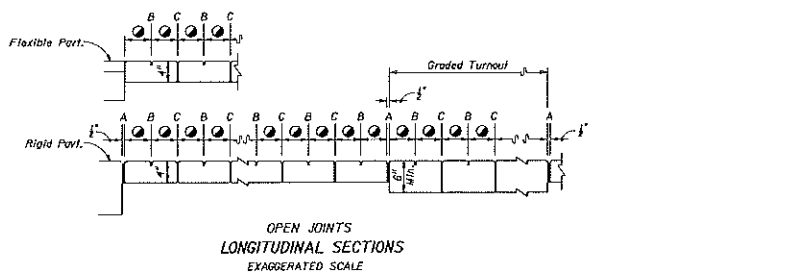
- JOINT LEGEND**
- A. $\frac{1}{2}$ " EXPANSION JOINT (PREFORMED JOINT FILLER)
 - B. $\frac{3}{4}$ " SAW-CUT JOINTS, $\frac{1}{2}$ " DEEP (96 HOURS) WIDTH OF SIDEWALK CENTERS
 - C. $\frac{1}{2}$ " FORMED OPEN JOINTS
 - D. $\frac{3}{4}$ " SAW-CUT JOINTS, $\frac{1}{2}$ " DEEP (96 HOURS) WIDTH OF SIDEWALK CENTERS
 - E. $\frac{3}{4}$ " SAW-CUT JOINTS, $\frac{1}{2}$ " DEEP (12 HOURS) MAX 32' CENTERS
 - F. $\frac{1}{2}$ " EXPANSION JOINTS (PREFORMED JOINT FILLER) WHEN RUN OF SIDEWALK EXCEEDS 120'
 - G. $\frac{1}{2}$ " EXPANSION JOINT (PREFORMED JOINT FILLER)
 - H. WIDTH OF SIDEWALK
 - I. 104' FOR 8' WIDE SIDEWALK, & 100' FOR 5' WIDE SIDEWALK



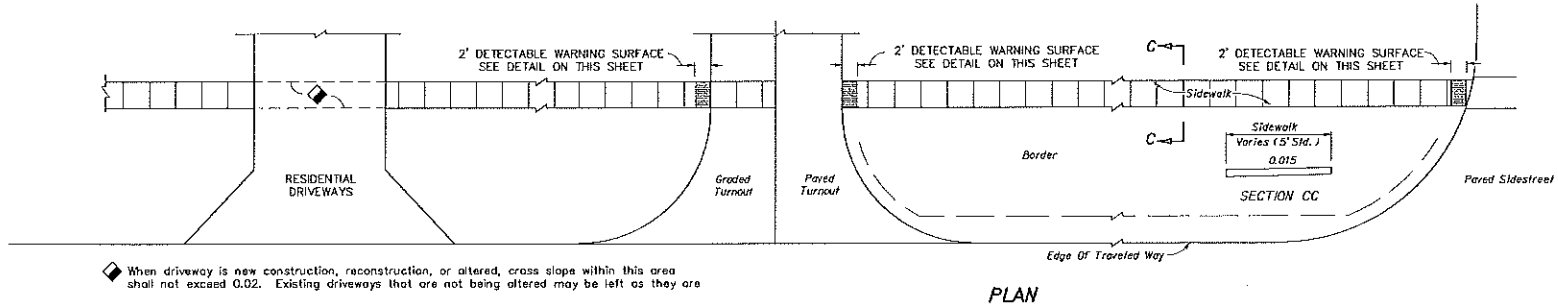
SIDEWALK FOR CURBED ROADWAYS



SIDEWALK JOINTS



- JOINT LEGEND**
- A. $\frac{1}{2}$ " EXPANSION JOINT (PREFORMED JOINT FILLER)
 - B. $\frac{3}{4}$ " SAW-CUT JOINTS, $\frac{1}{2}$ " DEEP (96 HOURS) WIDTH OF SIDEWALK CENTERS
 - C. $\frac{1}{2}$ " FORMED OPEN JOINTS
 - D. $\frac{3}{4}$ " SAW-CUT JOINTS, $\frac{1}{2}$ " DEEP (96 HOURS) WIDTH OF SIDEWALK CENTERS
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 - G. $\frac{1}{2}$ " EXPANSION JOINT (PREFORMED JOINT FILLER)
 - H. WIDTH OF SIDEWALK



SIDEWALK SPECIFICATIONS:

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

ADA DETECTABLE WARNING SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION 527 AMENDED TO INCLUDE "LIQUIDOME" PRODUCT SPECIFICATIONS WWW.LIQUIDOMES.COM.

THE CONTRACTOR SHALL PROVIDE TACTILE (DETECTABLE) SURFACES PER "LIQUIDOME" DETAILS AND SPECIFICATIONS AT ALL ROADWAY CROSSINGS. INSTALLATION VIDEO CAN BE VIEWED AT WWW.LIQUIDOMES.COM.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

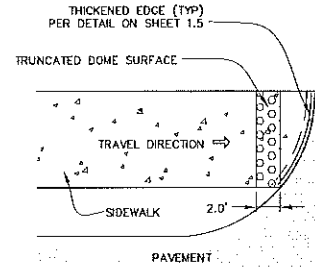
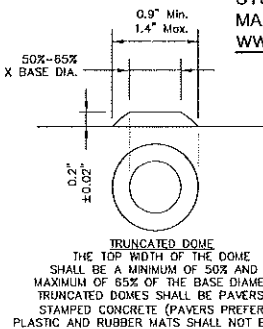
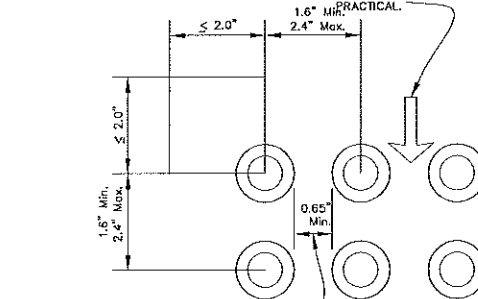
ALL REMOVABLE CAP STRIPS SHALL BE PLACED ABOVE THE FINISHED SIDEWALK SURFACE AND SHALL NOT BE TOOLED OVER.

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

WHERE THE SIDEWALK MEETS PAVEMENT INCLUDING PUBLIC ROADS AND DRIVEWAYS, THE CONTRACTOR SHALL SAW CUT EDGE OF THE EXISTING PAVEMENT AND PROVIDE A THICKENED SURFACE, SEE DETAIL ON SHEET 1.5

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

ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT



CURB RAMP DETECTABLE WARNING DETAIL

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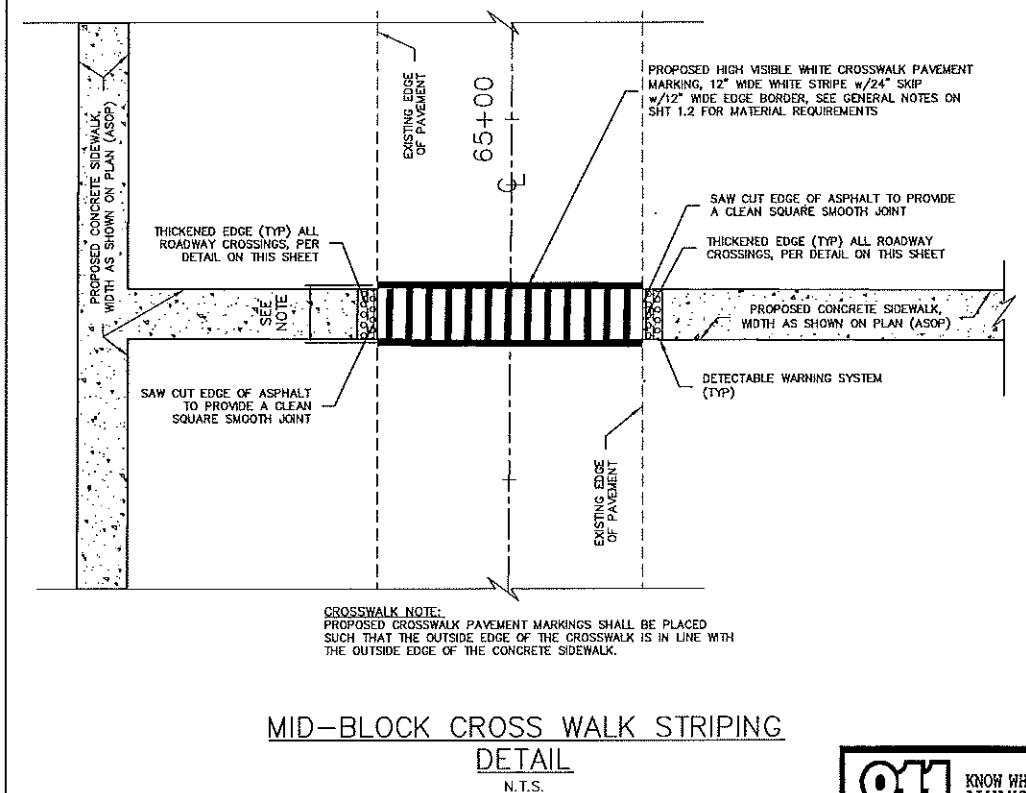
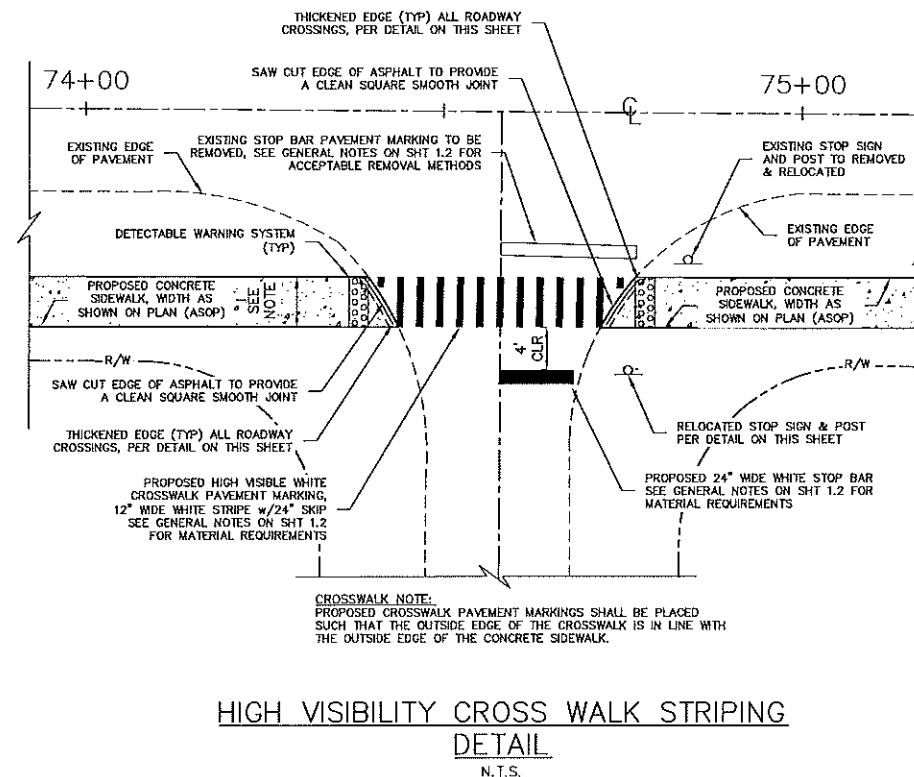
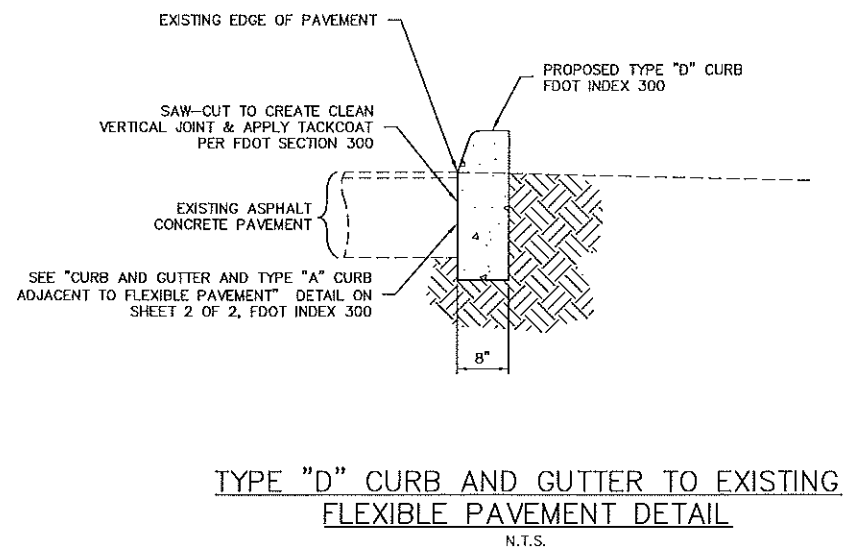
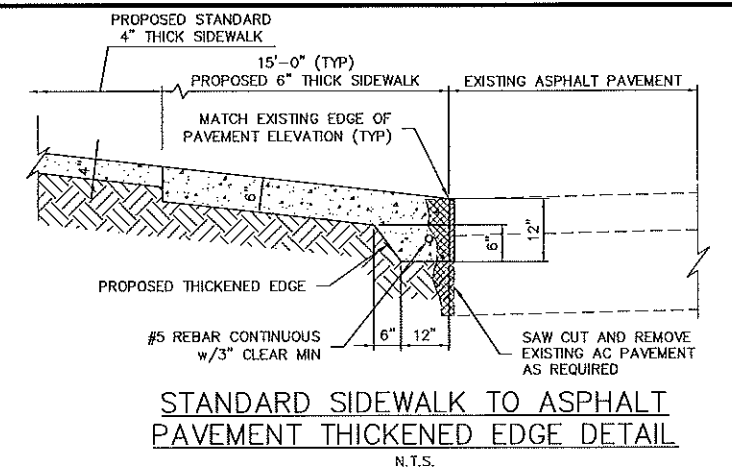
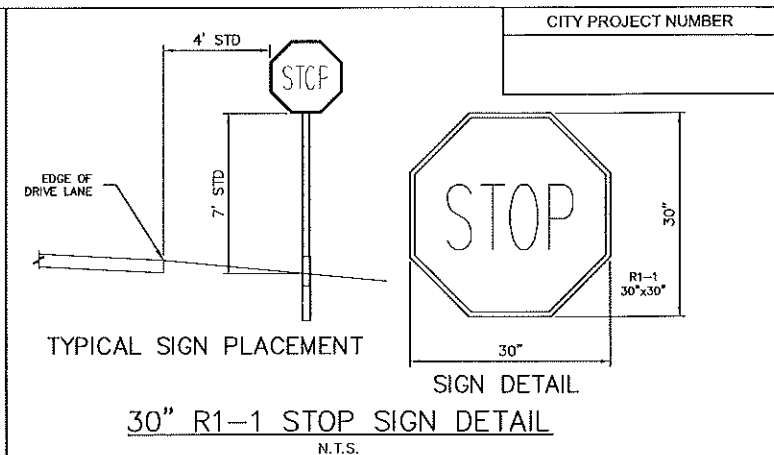
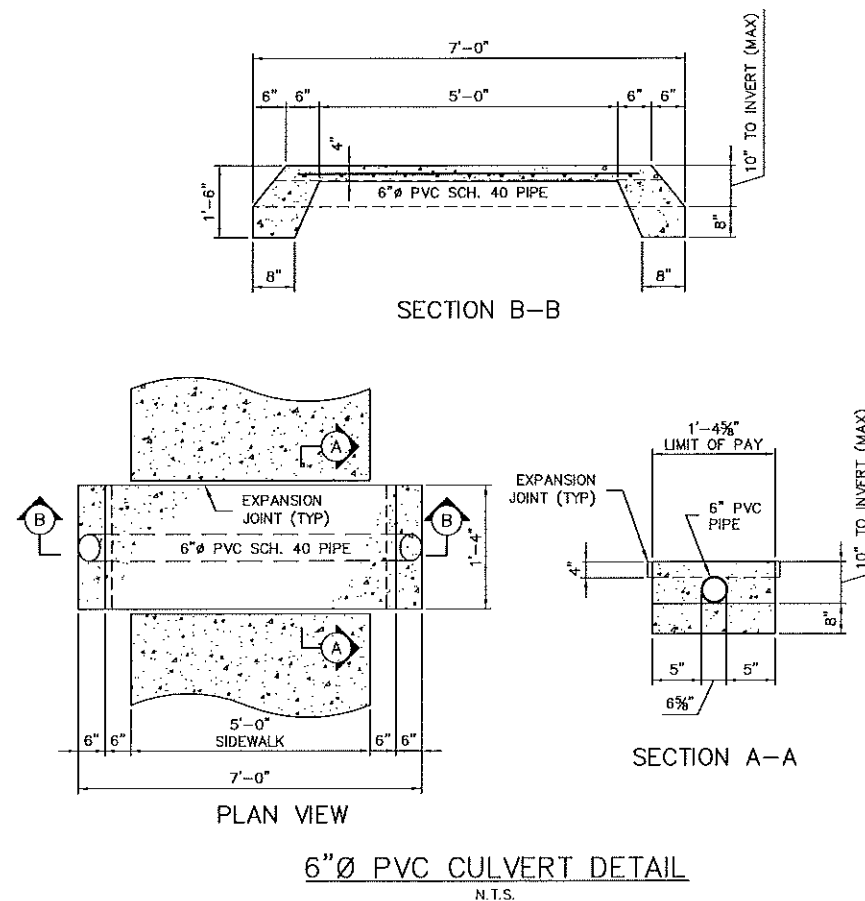
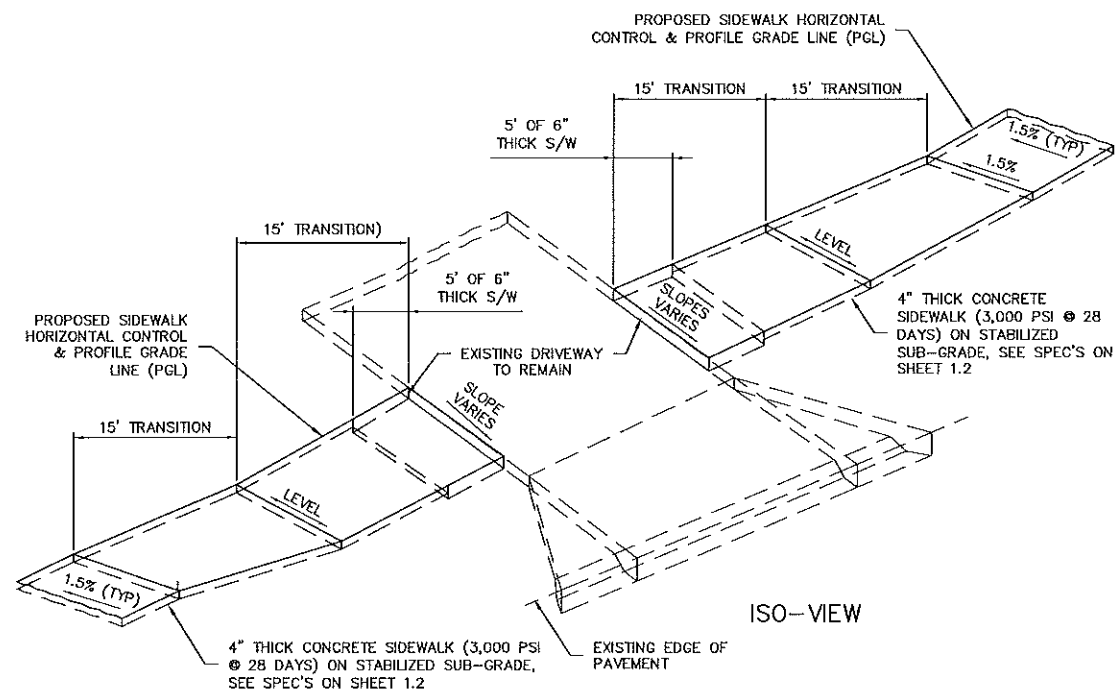
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| SCALE | @ 22x34" | DMK NO.15-0194-4 | |

CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
PROJECT DETAILS

ENGINEER OF RECORD
KREG E. MAHEU P.E.
STATE OF FLORIDA NO. 45766

SHEET NO.

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FLORIDA



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CITY OF NORTH PORT - PUBLIC WORKS DIVISION

WA #4 - HABERLAND SIDEWALKS

PROJECT DETAILS

ENGINEER OF RECORD
KREG E. JAAHEU P.E.
STATE OF FLORIDA NO. 45766

SHEET No.

1.5



Drawing name: F:\Projects\2015\15-0194 Marin Port EDR Agrmt 2015-30\15-0194-04 Haberland Sidewalk.dwg Tab: 1.6 Date Printed: Tue, 16 Aug 2016 - 2:31pm

EROSION CONTROL NOTES

1. GENERAL

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

2. WETLAND PROTECTION

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

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

3. EARTH MOVING ACTIVITIES

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

4. FILLS

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

5. CUTS

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

6. TEMPORARY SEDIMENT BASIN AND PERMANENT STORMWATER BASINS

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

7. MAINTENANCE

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

8. BEST MANAGEMENT PRACTICES

DEWATERING WILL OCCUR, AS REQUIRED, FOR ALL EXCAVATION ACTIVITY INCLUDING, BUT NOT LIMITED TO STORM SEWERS, SANITARY SEWERS, WATER & SEWER LINES AND STORMWATER PONDS.

ALL DEWATERING EFFLUENT SHALL BE ROUTED TO THE TEMPORARY SEDIMENT SUMP PRIOR TO DISCHARGE TO THE WETLANDS OR OFFSITE. THE GENERAL PROCESS OF THE DEWATERING SYSTEM SHALL BE ADHERED TO DURING CONSTRUCTION, ALTHOUGH THE ACTUAL LAYOUT OF THE SYSTEM SHALL BE CONSTRUCTED AS DICTATED BY FIELD CONDITIONS.

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

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

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

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

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

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

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

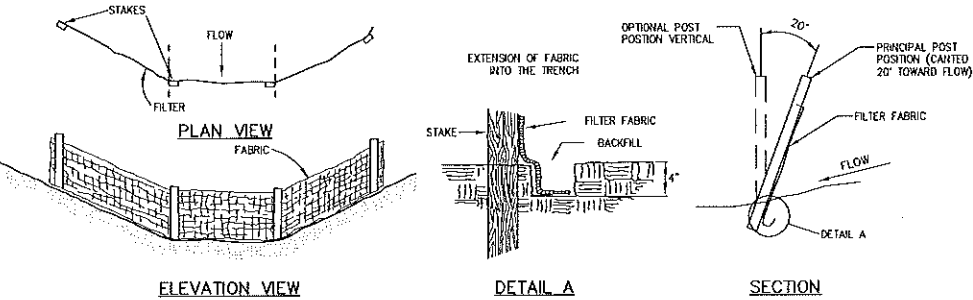
THE CONTRACTOR SHALL EMPLOY EROSION/SEDIMENT PREVENTION MEASURES, AS STATED WITHIN THE "BEST MANAGEMENT PRACTICES SPECIFICATIONS AND DETAILS". FOR THE DURATION OF CONSTRUCTION.

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

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

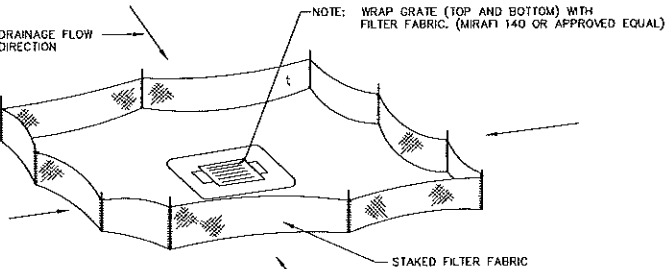
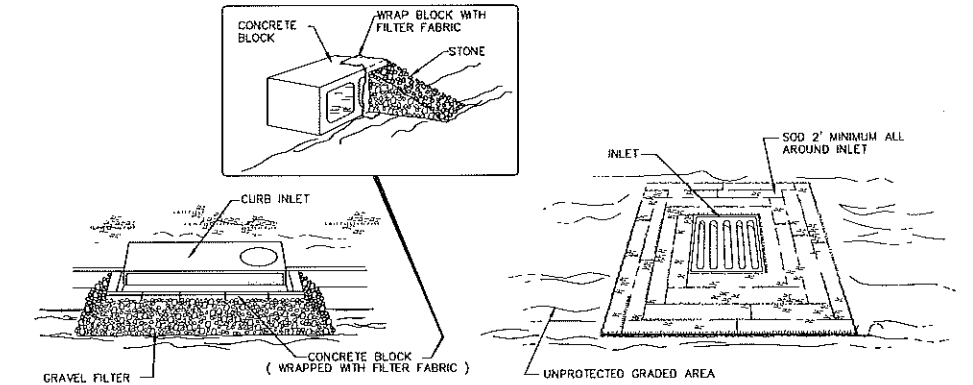
ALL PROVISIONS FOR EROSION CONTROL SHALL BE ADHERED TO.

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

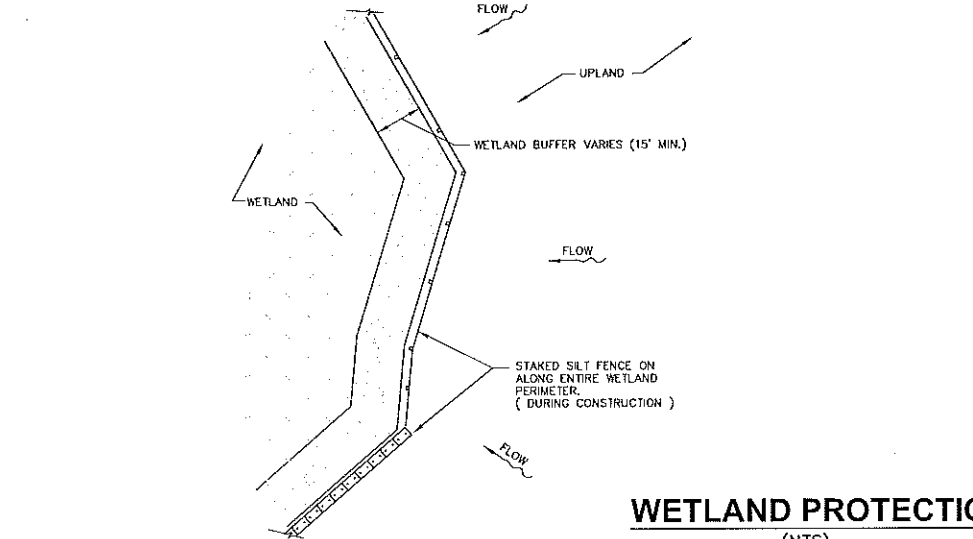


- FILTER BARRIERS MUST BE INSTALLED, AS INDICATED HEREIN, PRIOR TO CONSTRUCTION.
- FILTER BARRIERS SHALL NOT BE INSTALLED IN ANY CONFIGURATION THAT BLOCKS THE THROAT OF ANY STORMWATER INLET.
- INSPECTIONS AND REPAIRS TO BARRIERS SHALL BE MADE DAILY.
- FILTER BARRIERS SHALL BE REMOVED UNTIL APPROVED BY ENGINEER.

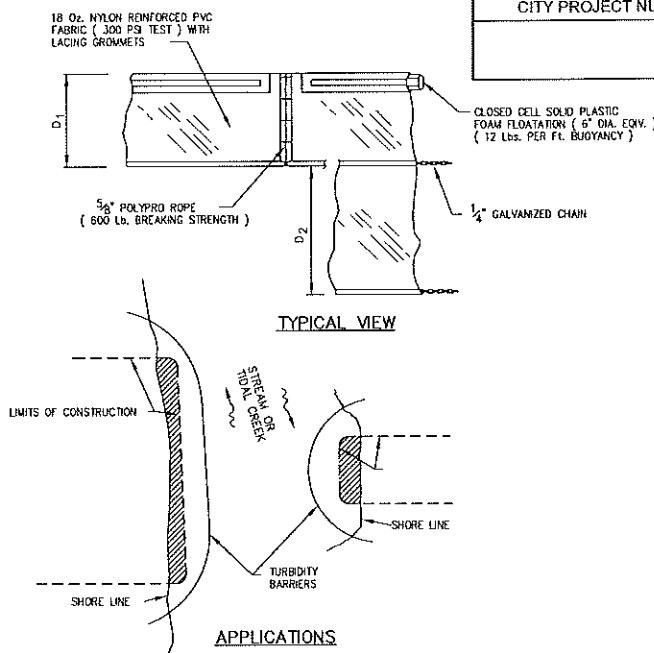
STAKED SILT BARRIER
(DURING CONSTRUCTION ONLY) (NTS)



PROTECTION OF INLETS
(NTS)



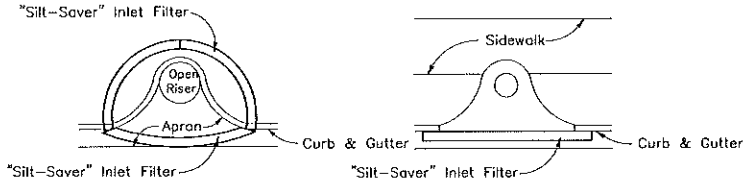
WETLAND PROTECTION
(NTS)



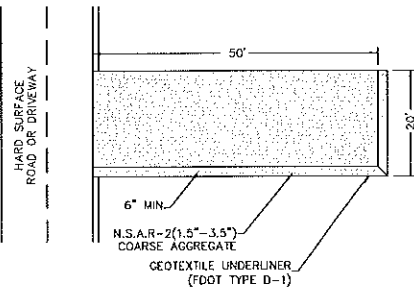
NOTES:

- D1 = 5' STANDARD (SINGLE PANEL FOR DEPTH 5' OR LESS). D = 5' STANDARD (ADDITIONAL PANEL FOR DEPTHS >5'). CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER.
- TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH WHEN ADJACENT TO CONSTRUCTION ACTIVITIES.
- NUMBER AND SPACING OF ANCHORS DEPENDENT ON WATER VELOCITIES.
- BARRIERS TO REMAIN IN PLACE UNTIL APPROVED FOR REMOVAL BY ENGINEER.

TURBIDITY BARRIER DETAIL
(NTS)



PROTECTION AROUND INLETS
OR SIMILAR STRUCTURES
(NTS)



SOIL TRACKING CONTROL DETAIL
(NTS)

SIGNATURE: _____ Date: _____
APPLICANT & TITLE: _____
COMPANY: _____

I understand that I am to be held responsible for having the contractor follow the permit conditions of the federal, state, water management district or local permit agencies. I agree to have adequate erosion and sediment control measures in place in accordance with these best management practices and the Best Management Plan.

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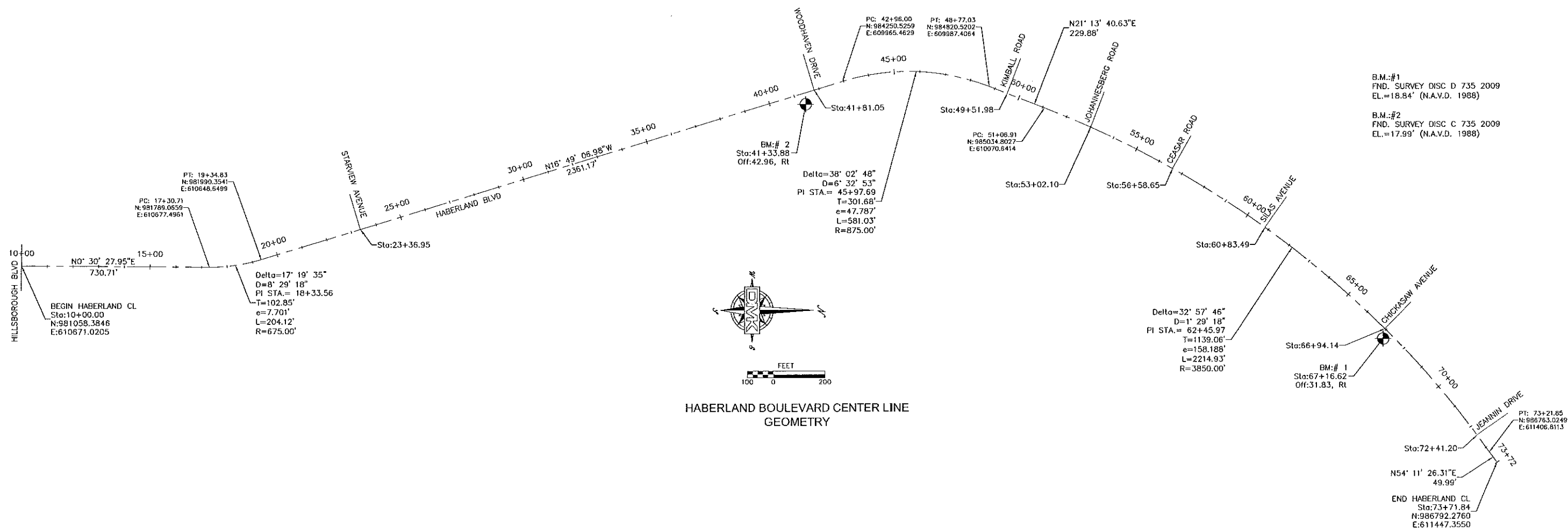
DMK ASSOCIATES
ENGINEERS ■ SURVEYORS
421 Commercial Court, Suite C, Venice, Florida 34292
Phone (941)412-1293, Fax (941)412-1043
Certificate of Authorization No. 3934

| | | | |
|--------|----------|------------------|-------|
| DATE | 05/27/16 | CKD BY | DATE |
| DRAWN | RMS | KEM | 05/16 |
| DESIGN | KEM/RMS | KEM | 05/16 |
| SCALE | @ 22x34" | DMK NO.15-0194-4 | |

CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
BEST MANAGEMENT PRACTICES NOTES & DETAILS

ENGINEER OF RECORD
KREG E. MAHEU P.E.
STATE OF FLORIDA NO. 45766

SHEET No.
1.6

[illegible]

NorthPort
FLORIDA



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| | | |
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| DATE 05/27/16 | CKD. BY | DATE |
| DRAWN RMS | KEM | 05/16 |
| DESIGN KEM/RMS | KEM | 05/16 |
| SCALE @ 22x34" | DMK NO.15-0194-4 | |

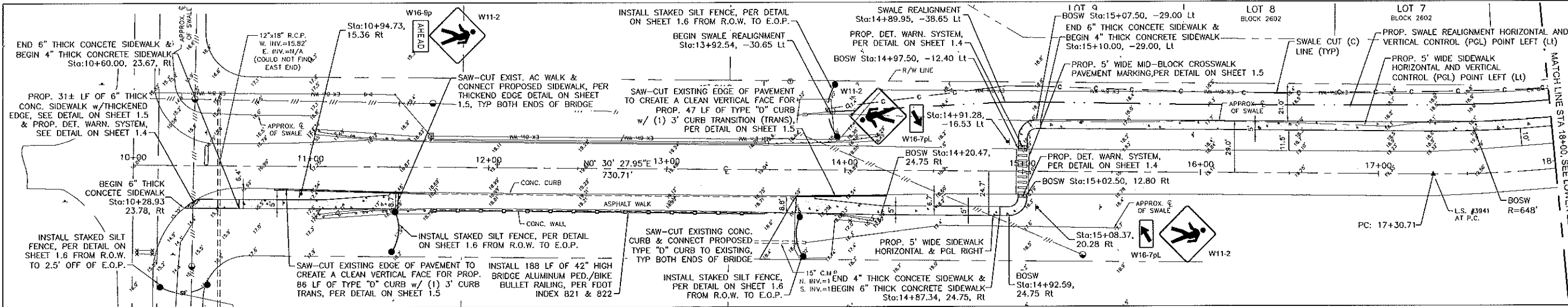
CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
HORIZONTAL & VERTICAL CONTROL AND
BENCH MARK LOCATION SHEET

ENGINEER OF RECORD
KREG E. MAHEU P.E.
STATE OF FLORIDA NO. 45766

SHEET No.

2.0

Drawing name: F:\Projects\2015\15-0194-North Port EOR\15-0194-North Port EOR.dwg Tab: 2.1 Date Printed: Wed, 17 Aug 2016 12:50pm



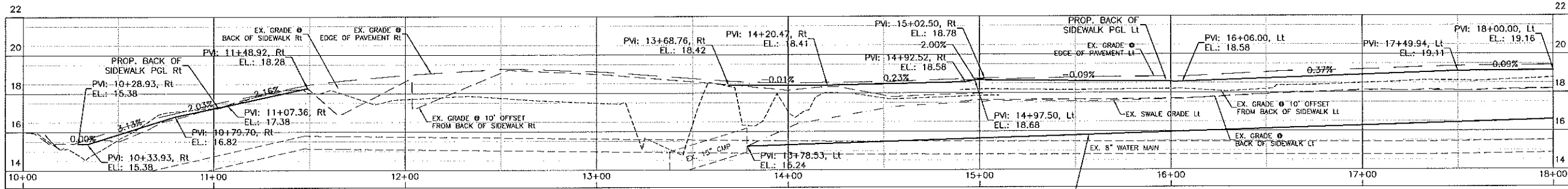
CITY PROJECT NUMBER

FEET
15 0 30

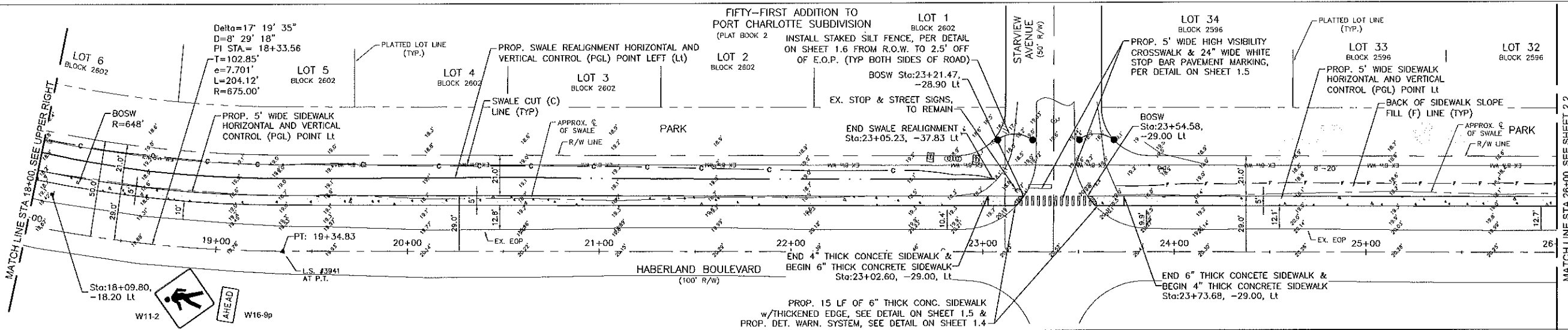
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FND. SURVEY DISC D 735 2009
EL.=18.84' (N.A.V.D. 1988)

B.M. #2
FND. SURVEY DISC C 735 2009
EL.=17.99' (N.A.V.D. 1988)

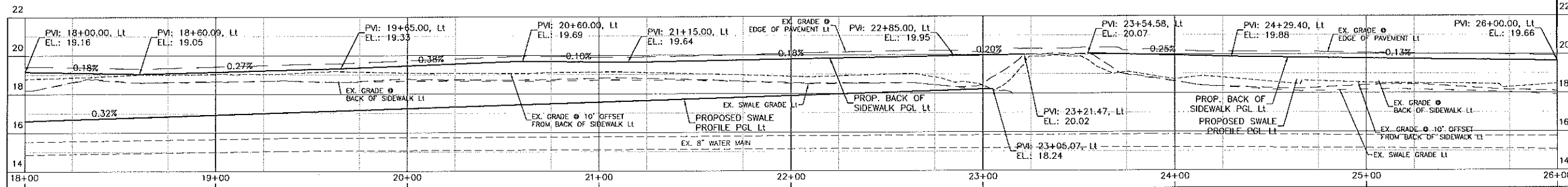
SEE SHEET 2.0 FOR BENCH
MARK LOCATIONS



HABERLAND CL
SCALE: H:1"=30'; V:1"=3'



FEET
15 0 30



HABERLAND CL
SCALE: H:1"=30'; V:1"=3'

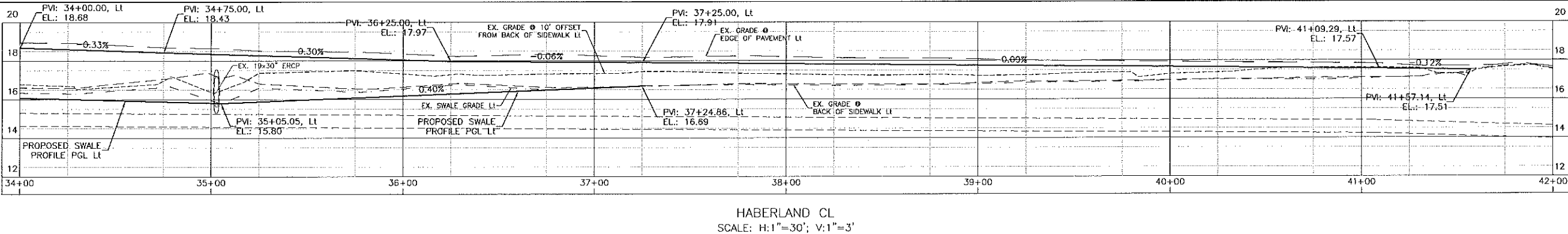
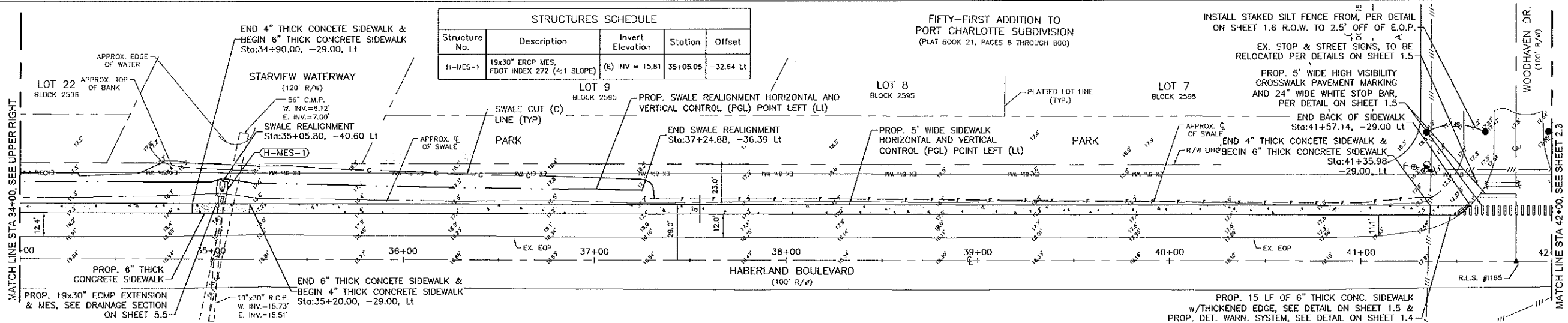
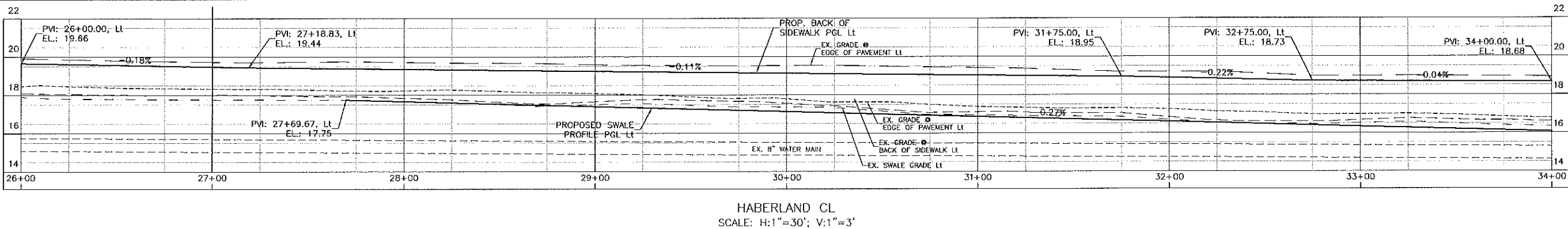
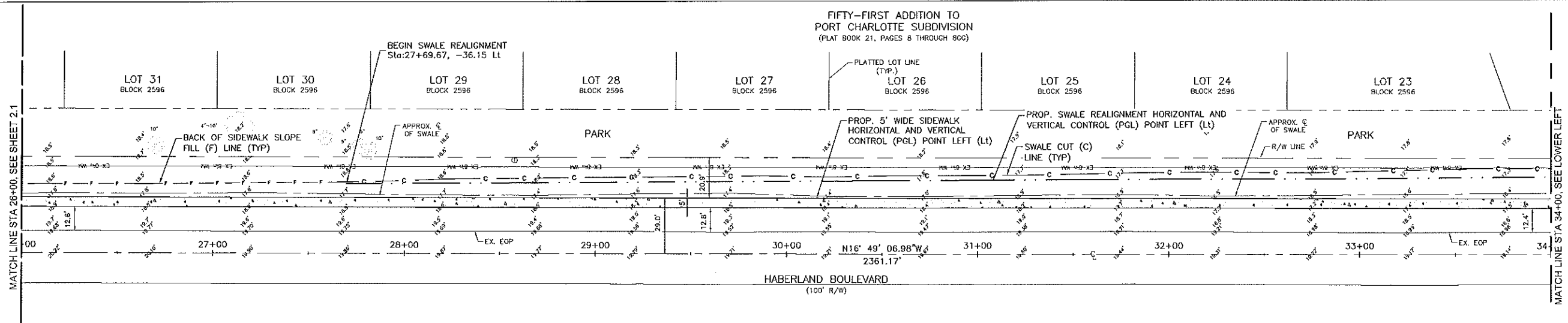
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|  North Port FLORIDA |  | DMK ASSOCIATES | | | DATE 05/27/16 | CKD BY | DATE |
| | | ENGINEERS & SURVEYORS | | | DRAWN RMS | KEM | 05/16 |
| | | 421 Commercial Court, Suite C, Venice, Florida 34292 | | | DESIGN KEM/RMS | KEM | 05/16 |
| | | Phone (941)412-1293, Fax (941)412-1043 | | | SCALE @ 22x34" | DMK NO.15-0194-4 | |
| Certificate of Authorization No. 3934 | | | | | | | |

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| CITY OF NORTH PORT - PUBLIC WORKS DIVISION | | | | | WA #4 - HABERLAND SIDEWALKS HABERLAND BOULEVARD (HILLSBOROUGH BLVD to JEANNIN DRIVE) | SHEET No. 2.1 |
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| ENGINEER OF RECORD KREG E. MAHEU P.E. STATE OF FLORIDA NO. 45766 | |
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Drawing name: F:\Projects\2015\15-0194-North Port EOR\15-0194-Haberland Sidewalk.dwg Date Printed: Wed, 27 Aug 2015 1:56pm



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Certificate of Authorization No. 3934

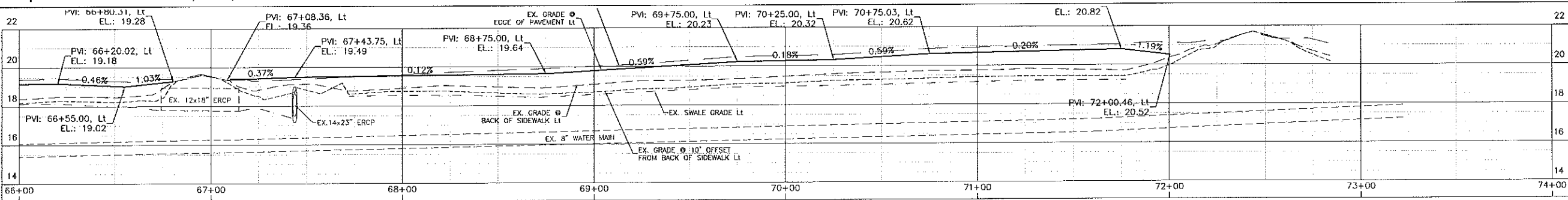
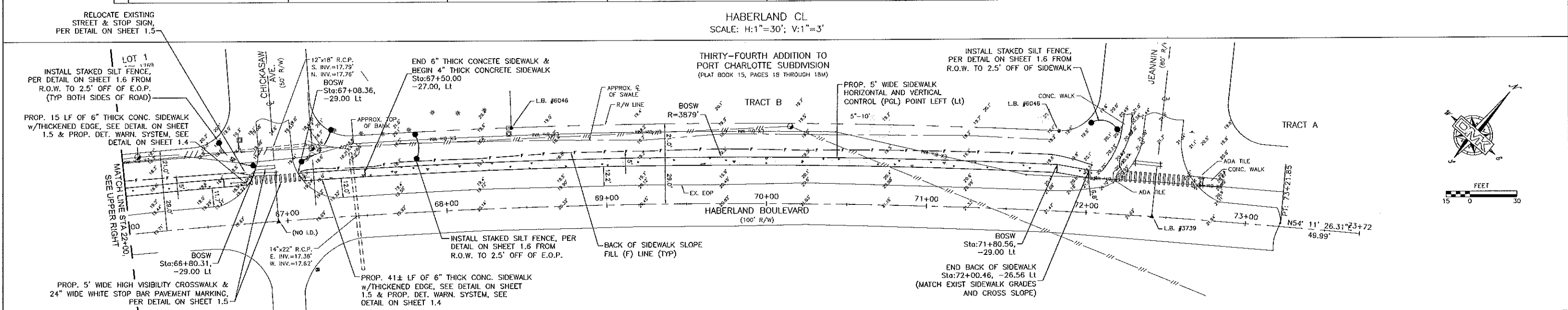
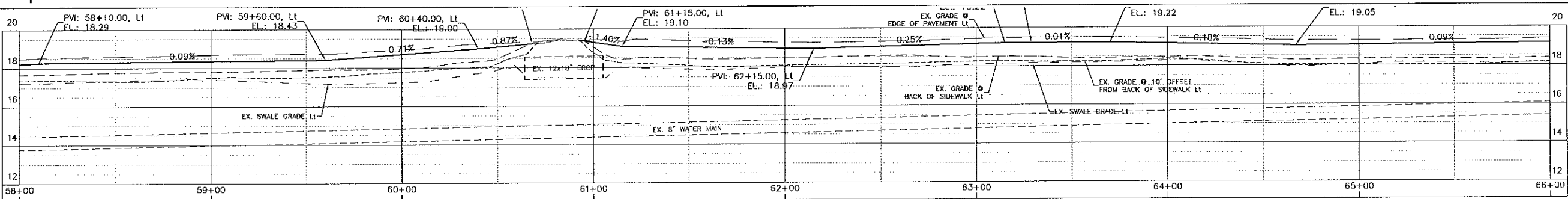
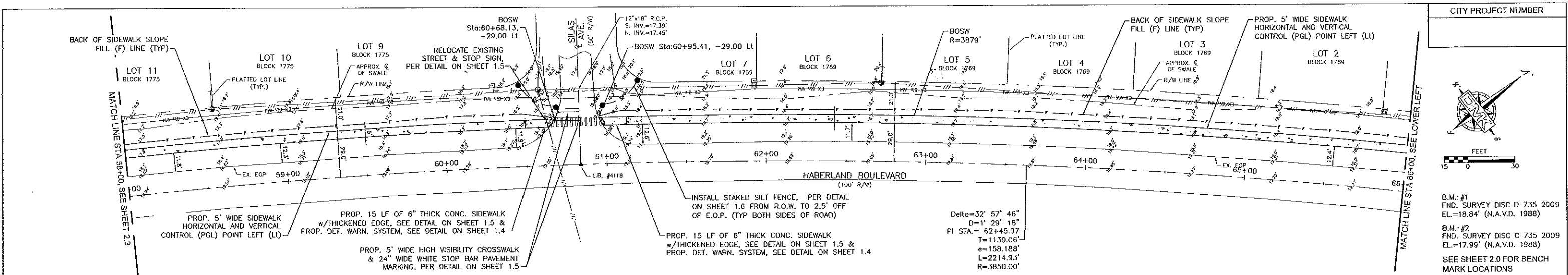
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| DATE | 05/27/16 | CKD. BY | DATE |
| DRAWN | RMS | KEM | 05/16 |
| DESIGN | KEM/RMS | KEM | 05/16 |
| SCALE | @ 22x34" | DMK NO.15-0194-4 | |

CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
HABERLAND BOULEVARD
(HILLSBOROUGH BLVD TO JEANNIN DRIVE)

ENGINEER OF RECORD
KREGG E. MAHEU P.E.
STATE OF FLORIDA NO. 45766

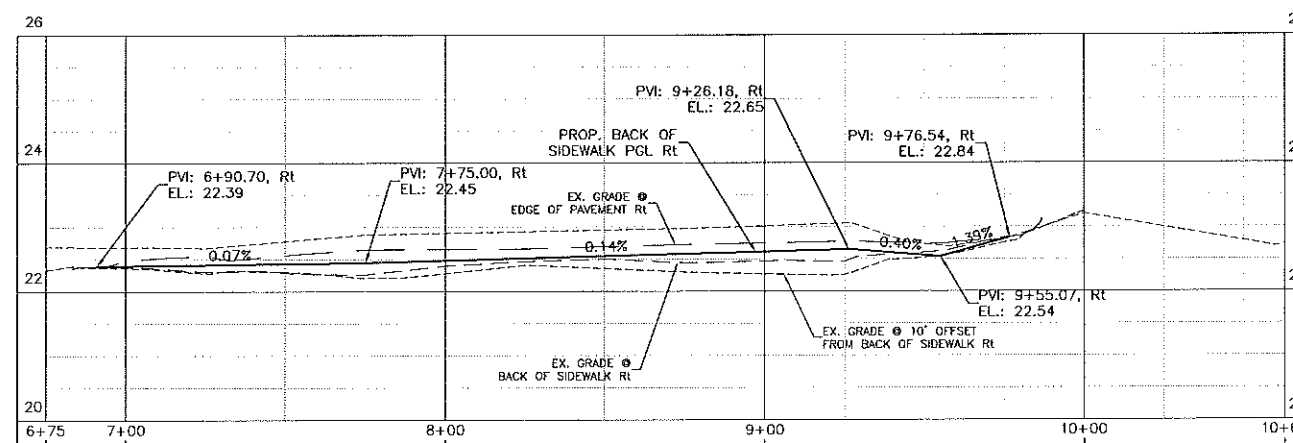
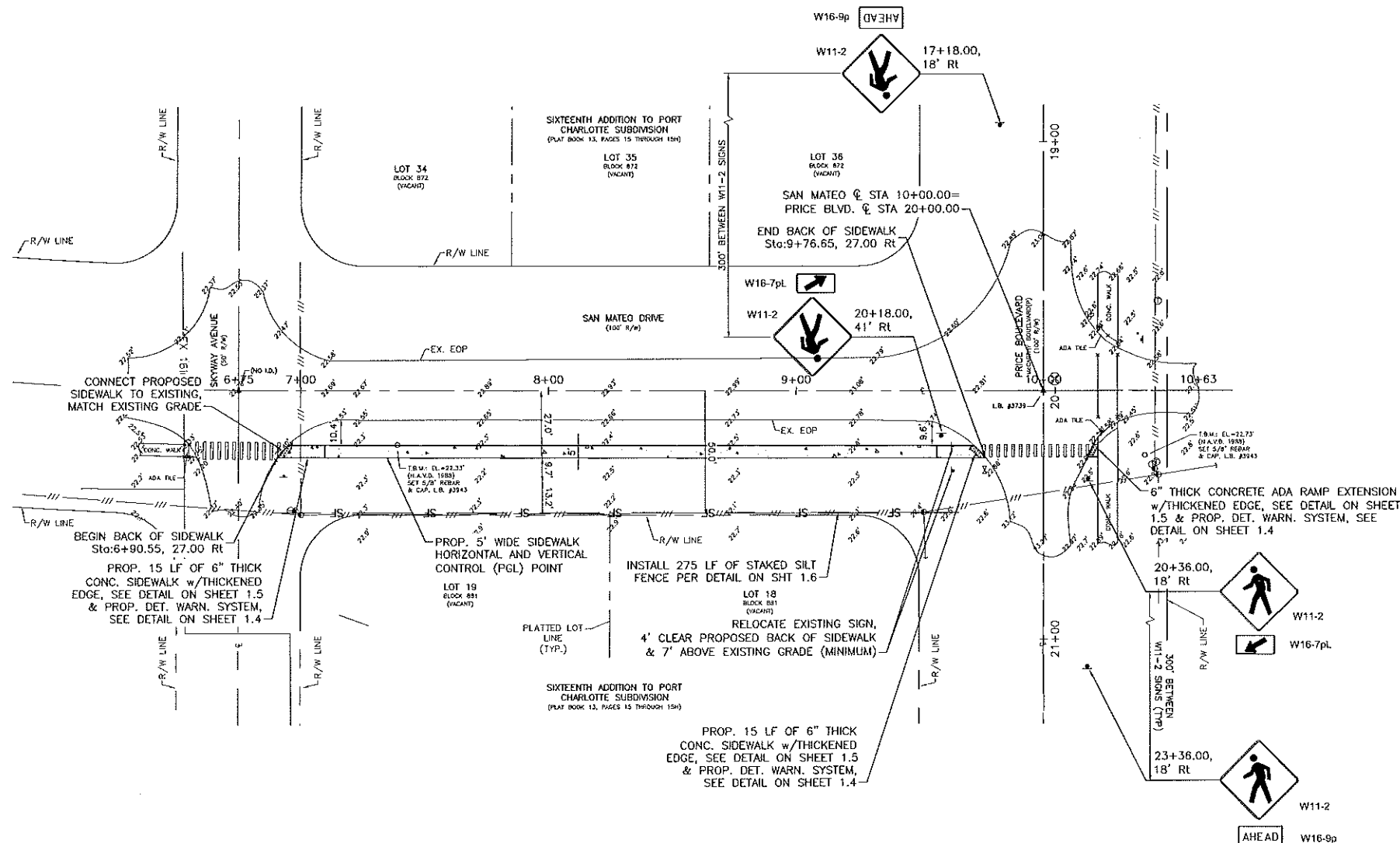
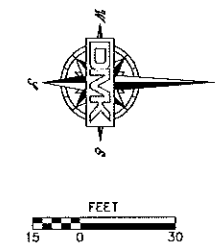
SHEET No.
2.2

Drawing name: P:\Projects\2015\15-0194 - North Port EOR Agmt. 2015-38\15-0194-04 Haberland Sidewalk.dwg User: 15-0194-04-EDF.dwg Tab: 2.4 Date Printed: Wed, 17 Aug 2016 11:06am



T.B.M.: #3
SET 5/8" REBAR
& CAP, L.B. #3943
EL.=22.33' (N.A.V.D. 1988)

T.B.M.: #4
SET 5/8" REBAR
& CAP, L.B. #3943
EL.=22.73' (N.A.V.D. 1988)



SAN MATEO CL
SCALE: H:1"=30'; V:1"=6'

Drawing name: F:\Projects\2015\15-0194-North Port EOR Agmt\15-0194-04-Haberland Sidewalk\dwg\15-0194-4-EDF.dwg

Date Printed: Wed, 17 Aug 2016 - 10:55am

Tab: 4.0

| NO. | REVISION | DATE | BY |
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Certificate of Authorization No. 3934

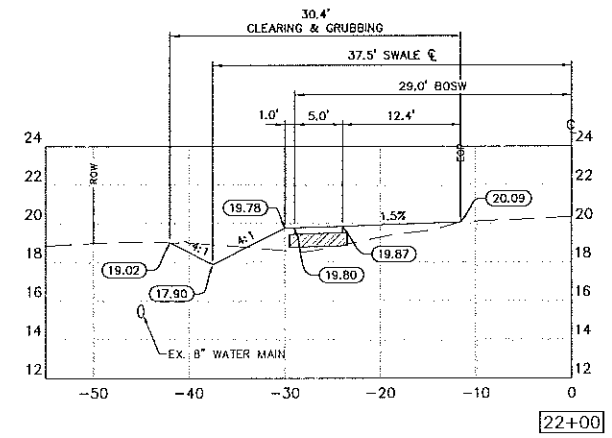
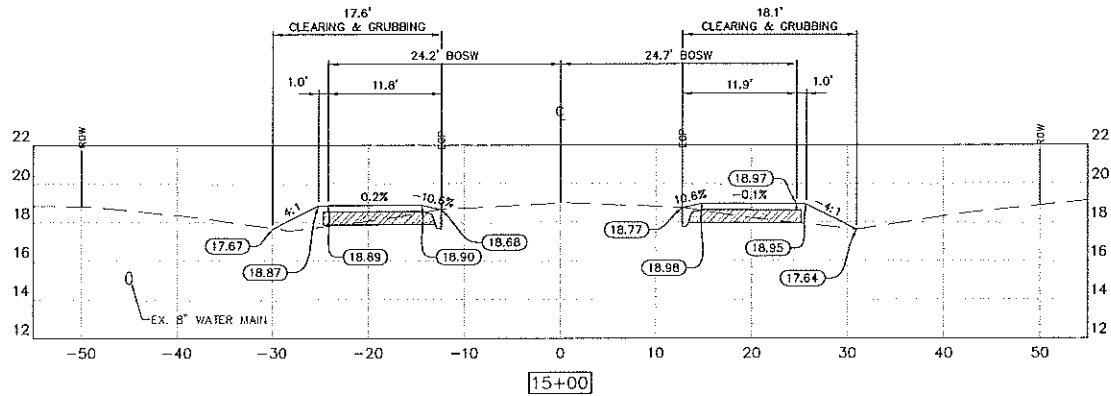
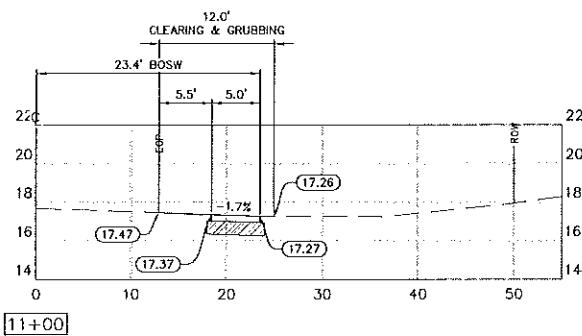
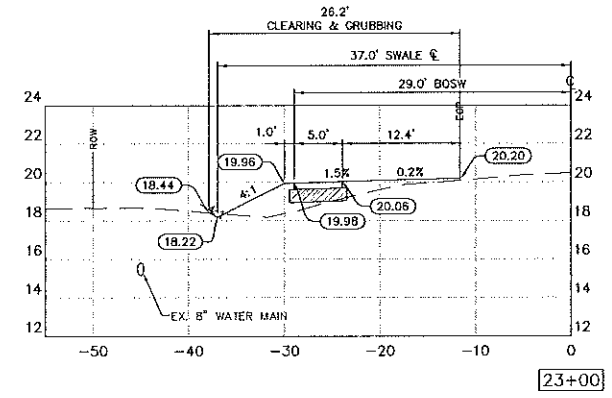
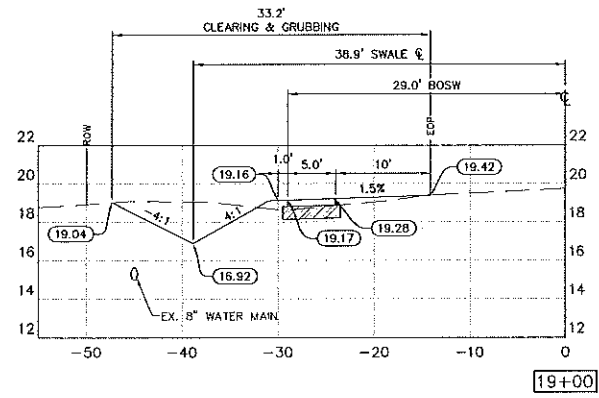
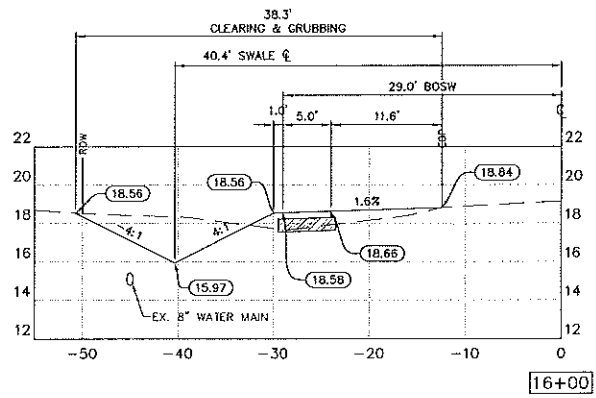
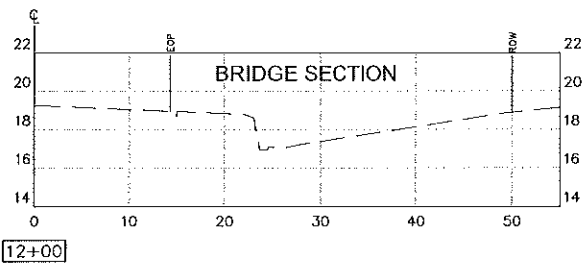
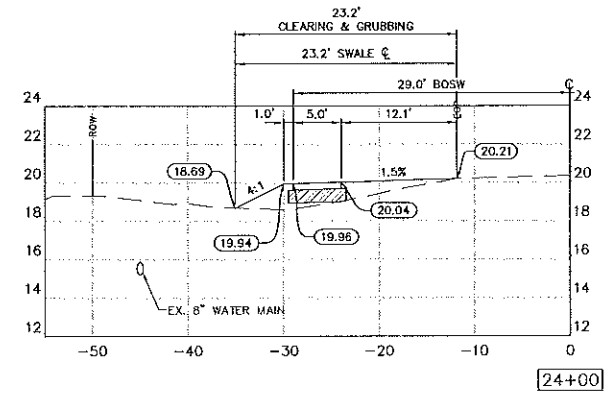
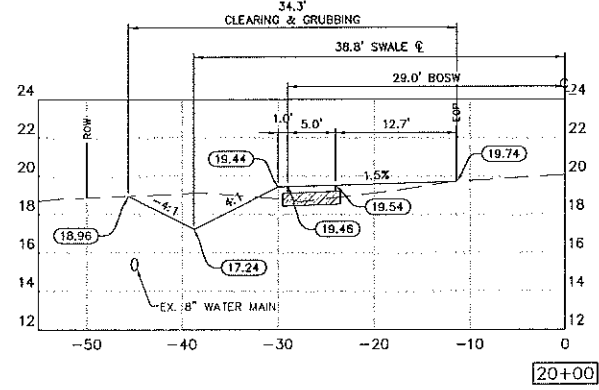
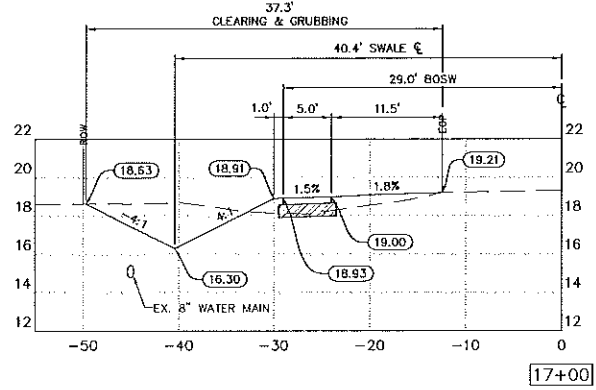
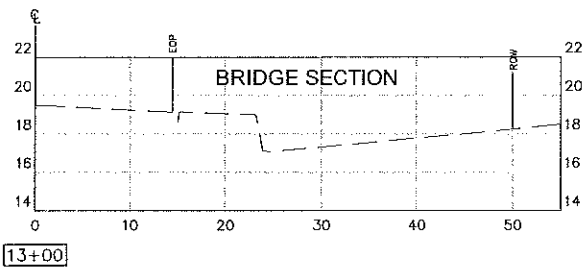
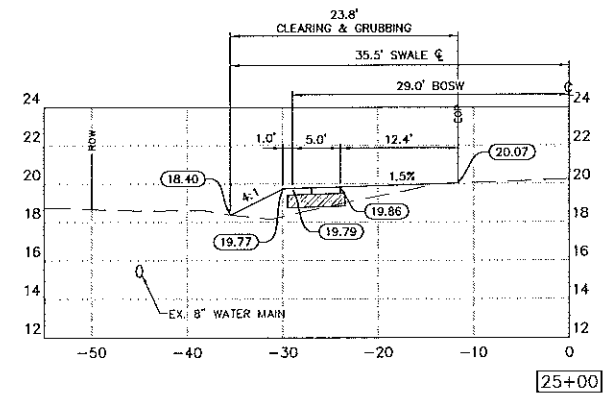
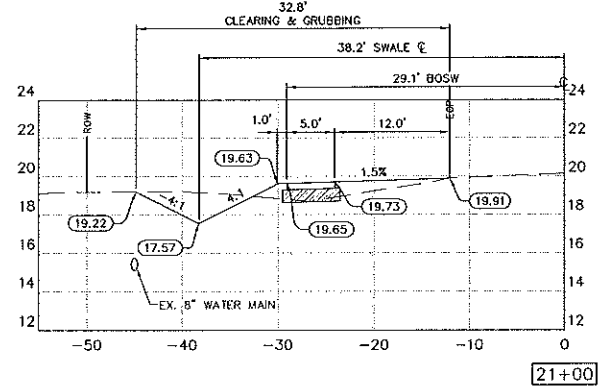
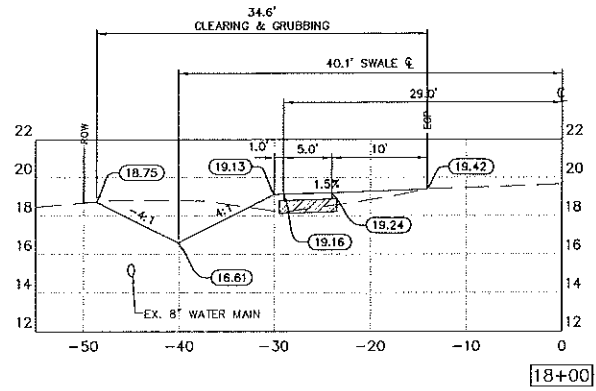
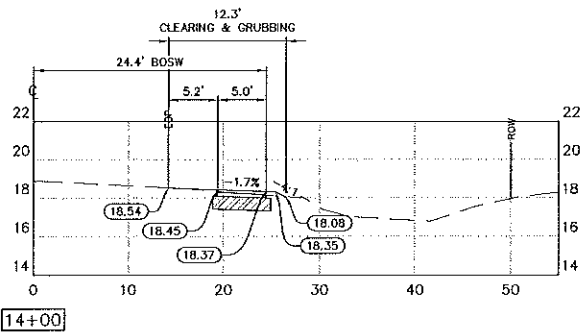
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| DATE | 05/27/16 | CKD. BY | DATE |
| DRAWN | RMS | KEM | 05/16 |
| DESIGN | KEM/RMS | KEM | 05/16 |
| SCALE | @ 22x34" | DMK NO.15-0194-4 | |

CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
SAN MATEO DRIVE (SKYWAY AVE to EAST PRICE BLVD)

ENGINEER OF RECORD
KREG E. MAHEU P.E.
STATE OF FLORIDA NO. 45766

SHEET No.
4.0

Drawing name: F:\Projects\2015\15-0194-North Port EOR Agm1 2015-36\15-0194-04 Haberland Sidewalk.dwg User: J. MAHEU Date Printed: Wed, 17 Aug 2016 1:03pm



CITY PROJECT NUMBER

SCALE: (22"x34")
HORIZONTAL: 1"=10'
VERTICAL: 1"=5'

| NO. | REVISION | DATE | BY |
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ENGINEERS ■ SURVEYORS
421 Commercial Court, Suite C, Venice, Florida 34292
Phone (941)412-1293, Fax (941)412-1043
Certificate of Authorization No. 3934

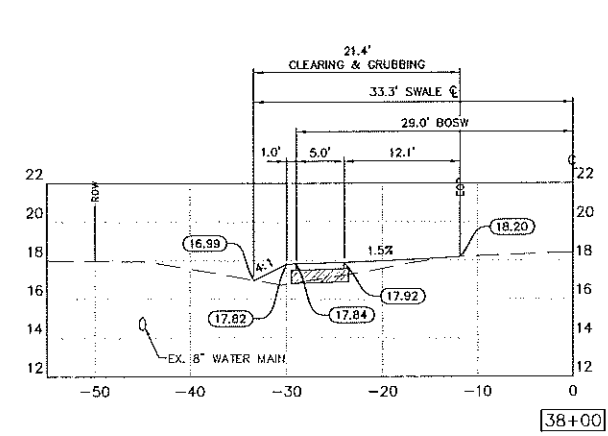
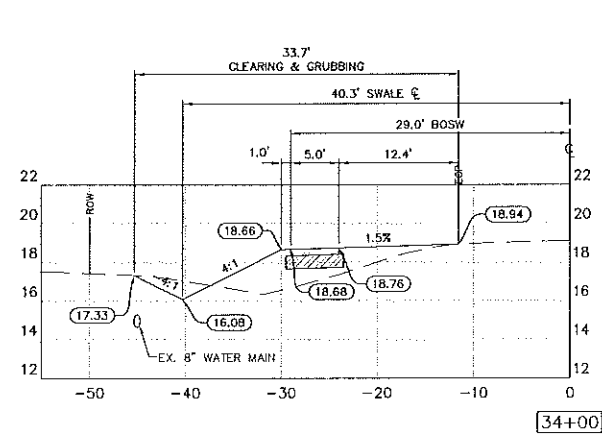
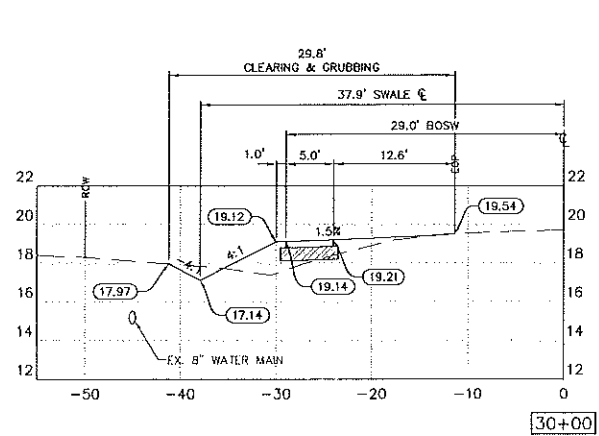
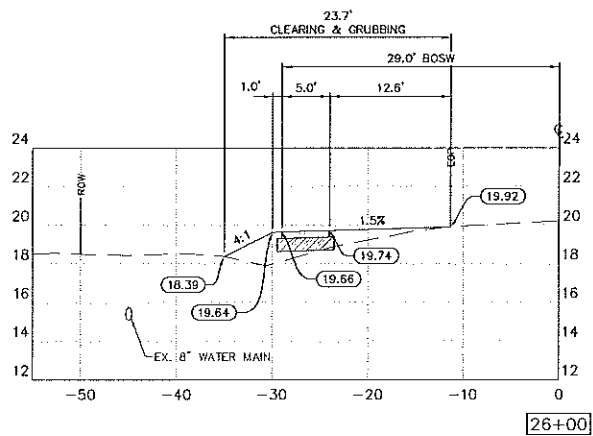
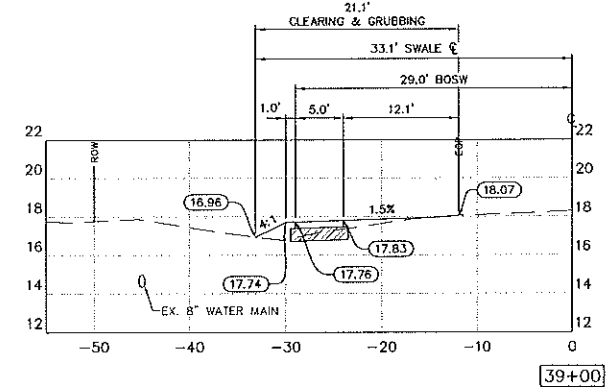
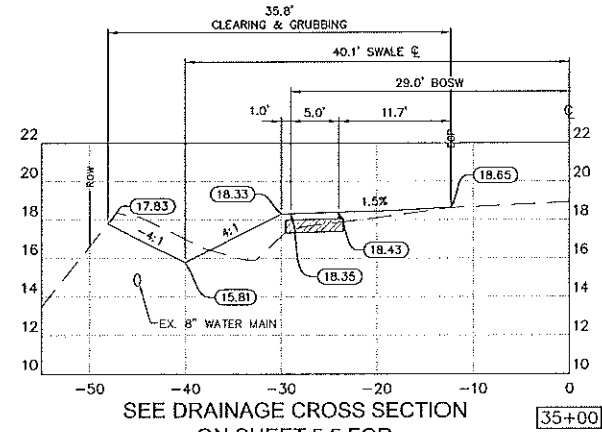
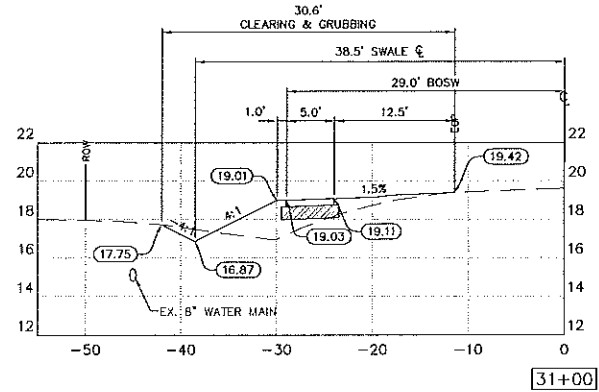
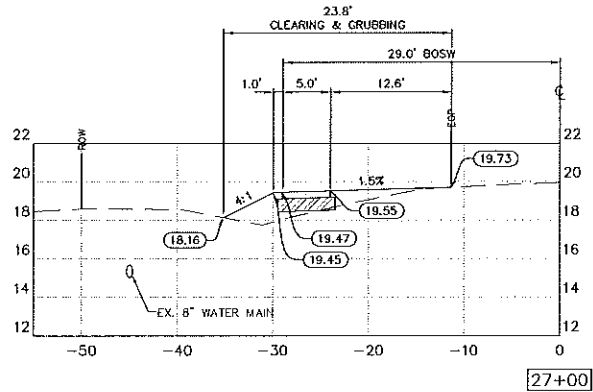
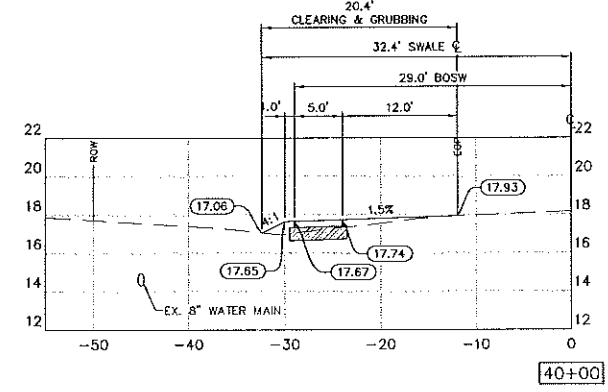
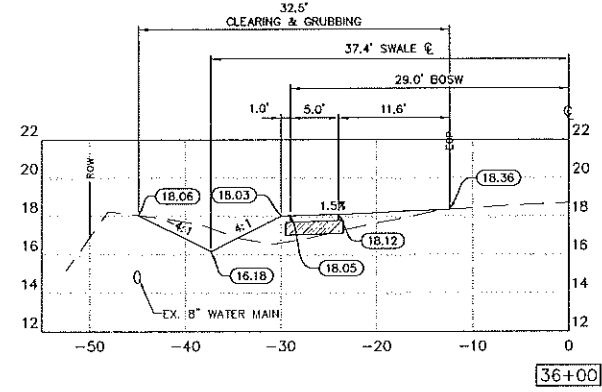
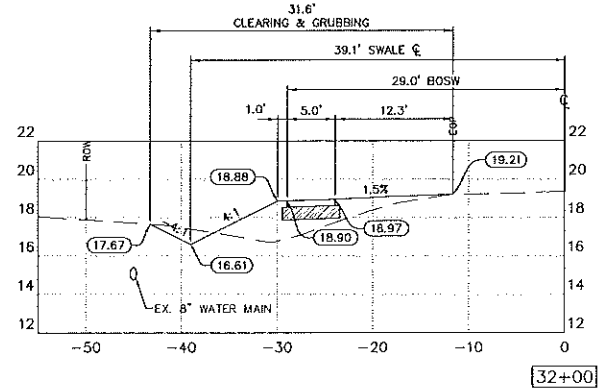
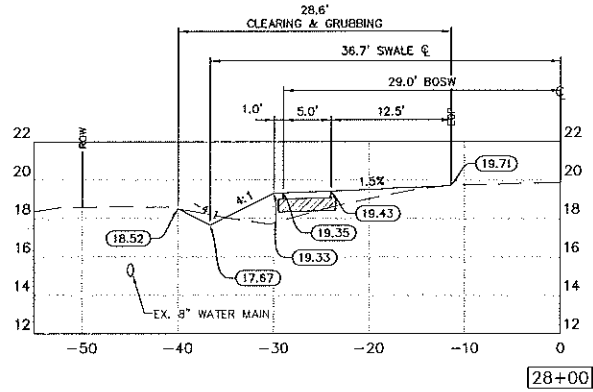
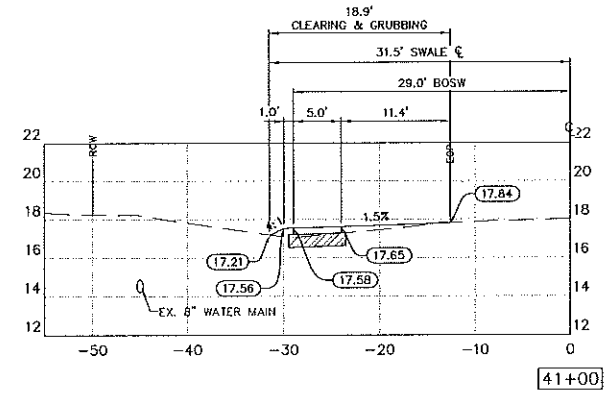
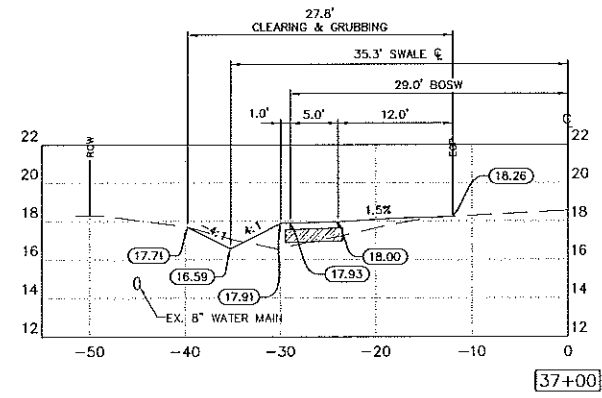
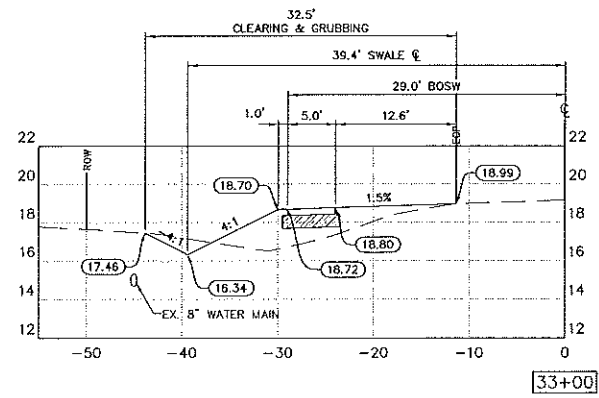
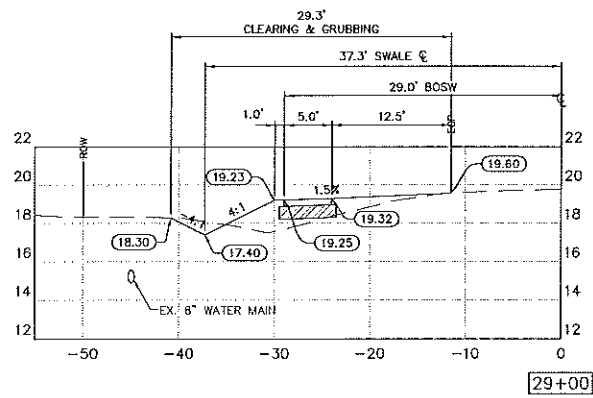
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| DATE | 05/27/16 | CKD. BY | DATE |
| DRAWN | RMS | KEM | 05/16 |
| DESIGN | KEM/RMS | KEM | 05/16 |
| SCALE | @ 22x34" | DMK NO.15-0194-4 | |

CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
HABERLAND BOULEVARD
CROSS SECTION SHEET

ENGINEER OF RECORD
KREG E. MAHEU P.E.
STATE OF FLORIDA NO. 457661

SHEET No.
5.0

Drawing name: F:\Projects\2015\15-0194 North Port EOR Asmt 2015-36\15-0194-4-X-SECTIONS.dwg Tab: 5.1 Date Plotted: Fri, 19 Aug 2016 1:25pm



CITY PROJECT NUMBER

SCALE: (22"x34")
HORIZONTAL: 1"=10'
VERTICAL: 1"=5'

| NO. | REVISION | DATE | BY |
|-----|----------|------|----|
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North Port
FLORIDA



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ENGINEERS ■ SURVEYORS
421 Commercial Court, Suite C, Venice, Florida 34292
Phone (941)412-1293, Fax (941)412-1043
Certificate of Authorization No. 3934

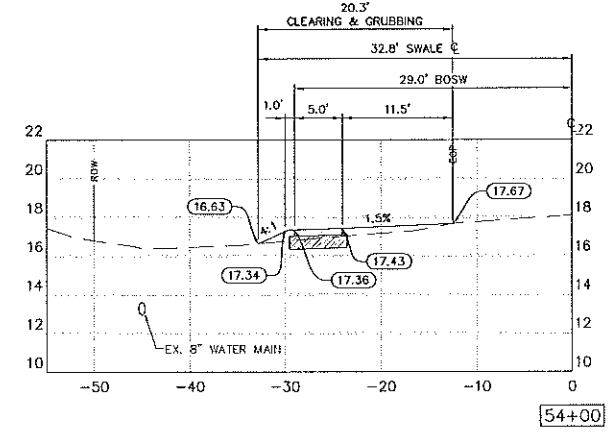
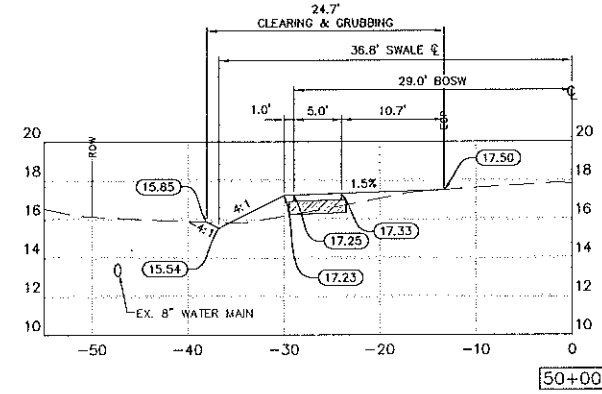
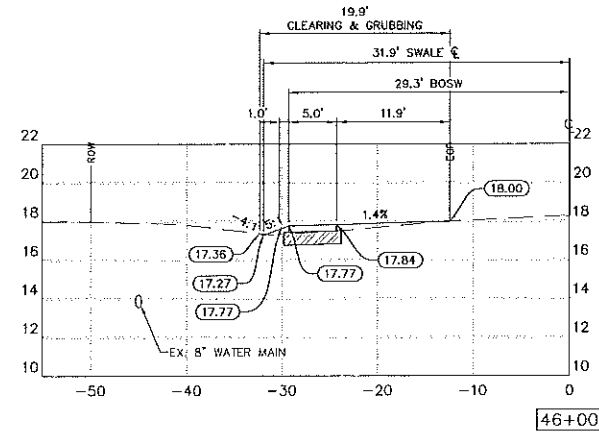
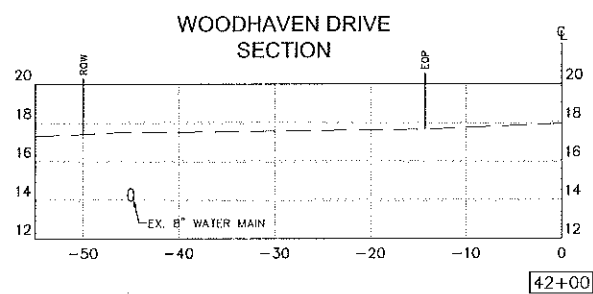
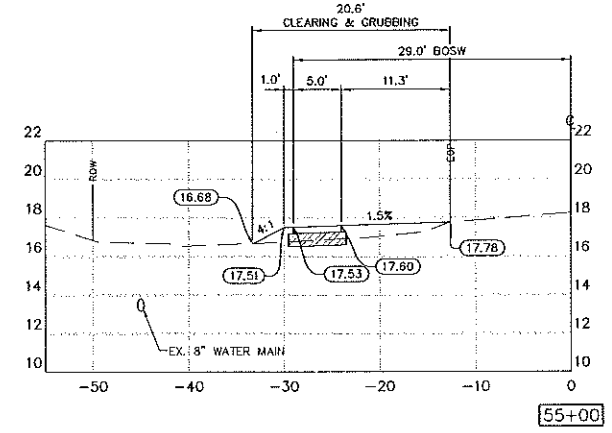
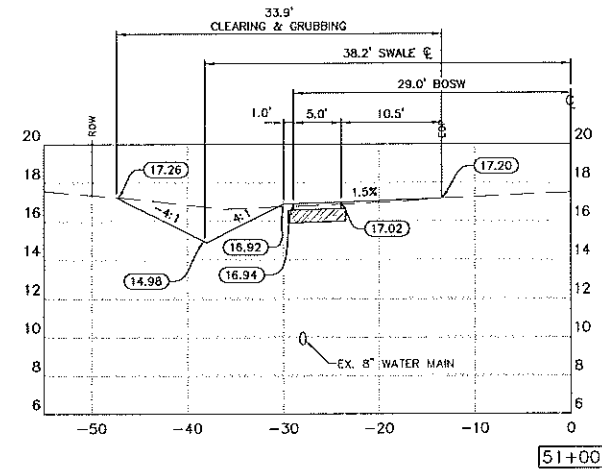
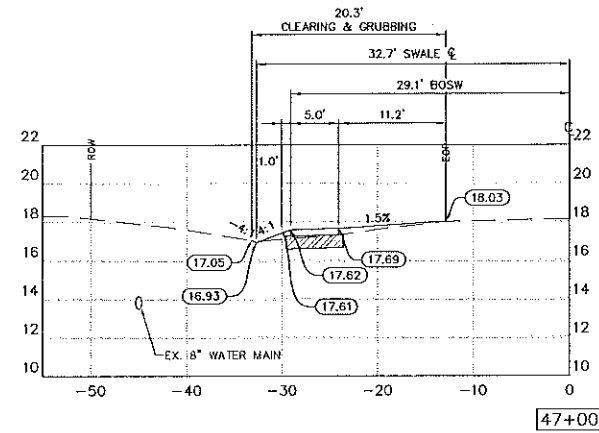
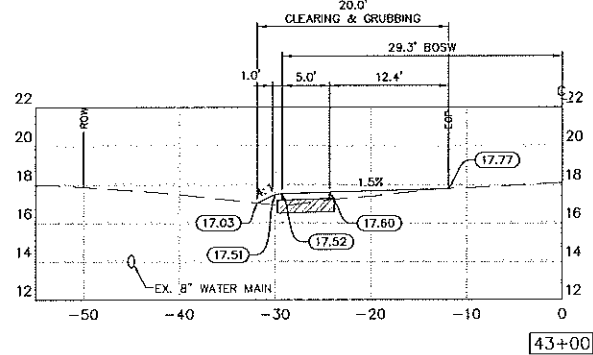
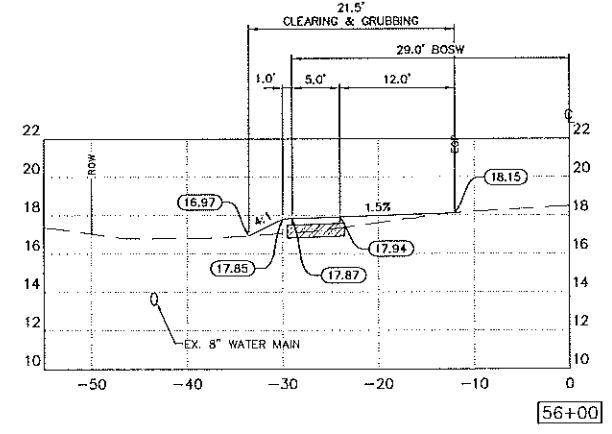
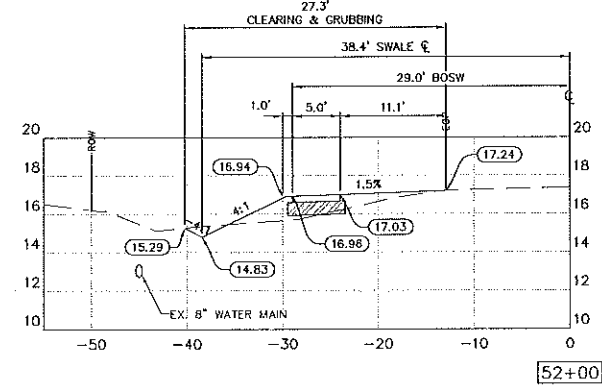
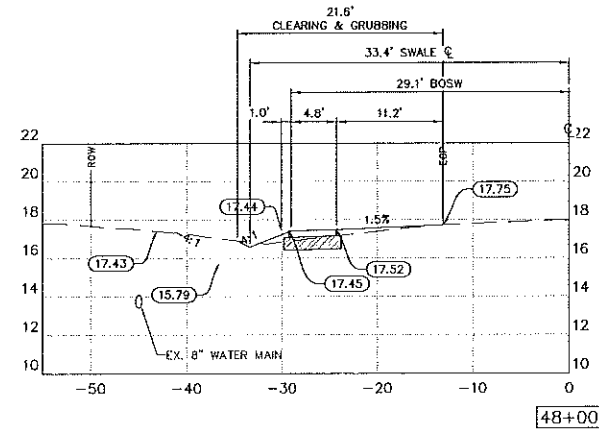
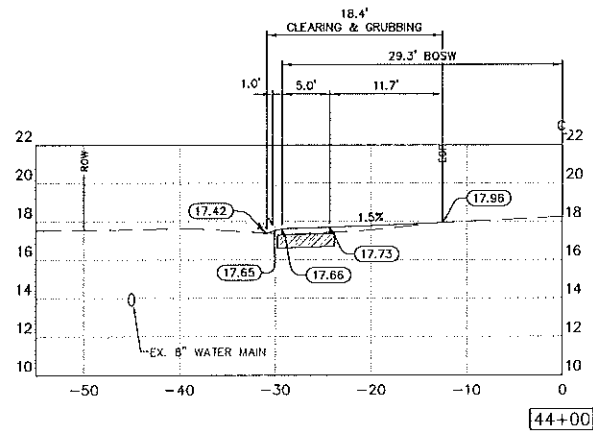
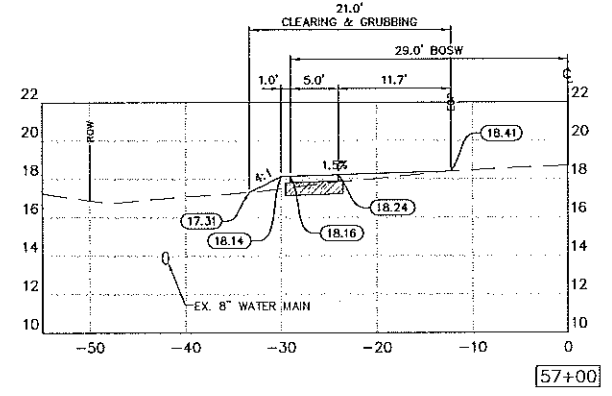
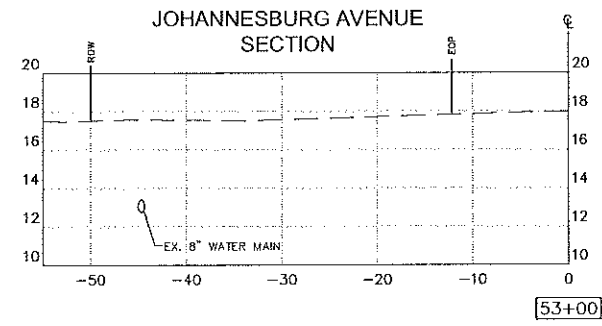
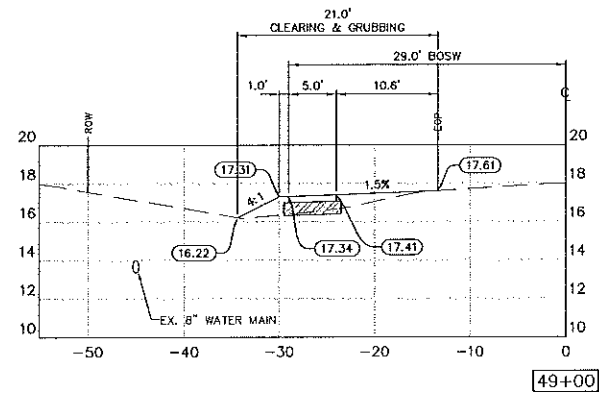
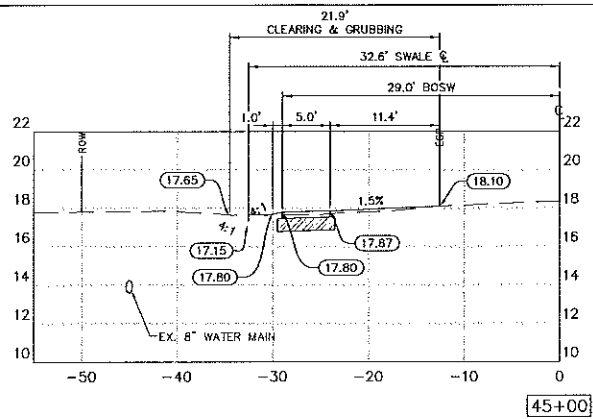
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|--------|----------|------------------|-------|
| DATE | 05/27/16 | CKD. BY | DATE |
| DRAWN | RMS | KEM | 05/16 |
| DESIGN | KEM/RMS | KEM | 05/16 |
| SCALE | @ 22x34" | DMK NO.15-0194-4 | |

CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
HABERLAND BOULEVARD
CROSS SECTION SHEET

ENGINEER OF RECORD
KREG E. MAHEU P.E.
STATE OF FLORIDA NO. 457661

SHEET No.
5.1

Drawing name: F:\Projects\2015\15-0194 North Port EOR Asmt 2015-35\15-0194-4-X-SECTIONS.dwg Tab: 5.2 Date Printed: Wed, 17 Aug 2016 1:05pm



CITY PROJECT NUMBER

SCALE: (22"x34")
HORIZONTAL: 1"=10'
VERTICAL: 1"=5'

| NO. | REVISION | DATE | BY |
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North Port
FLORIDA



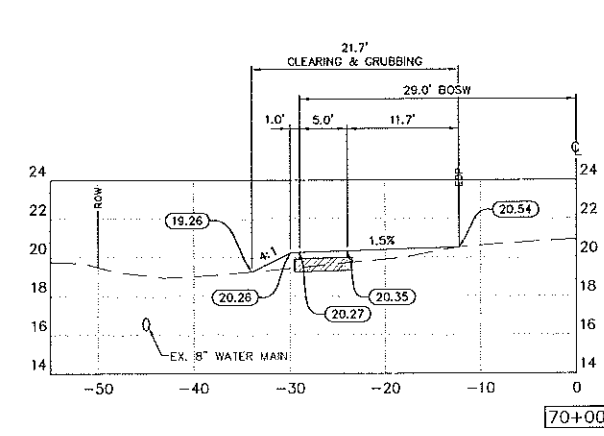
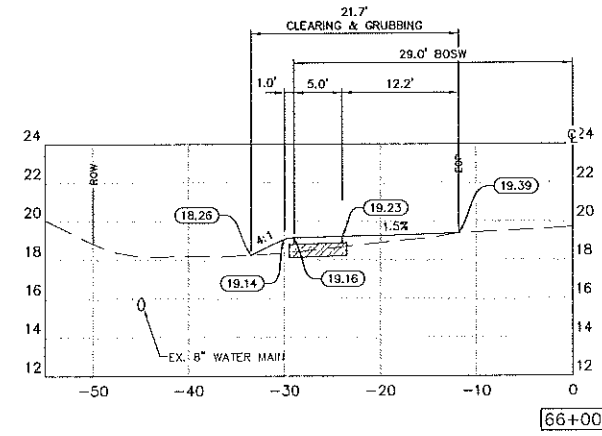
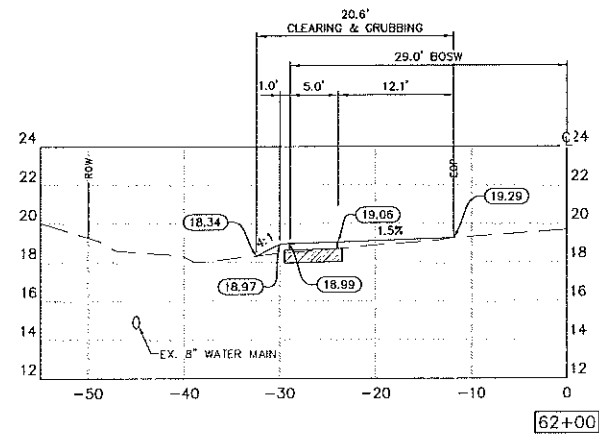
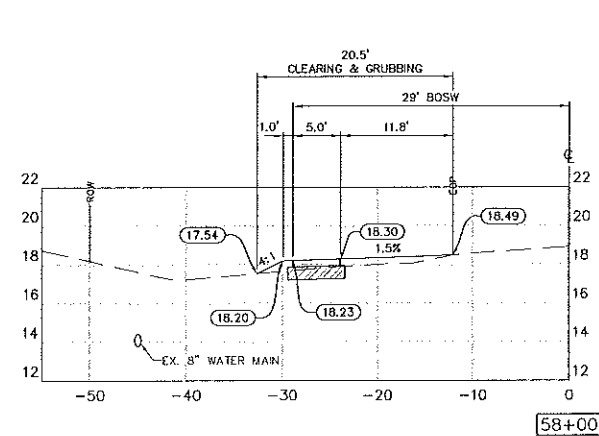
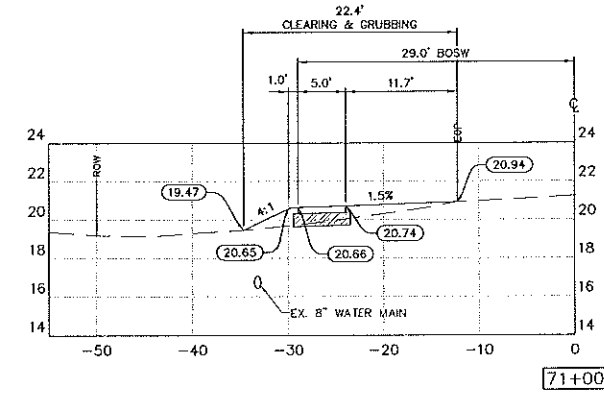
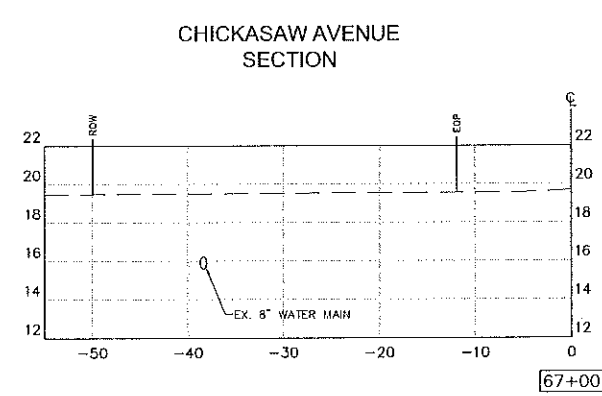
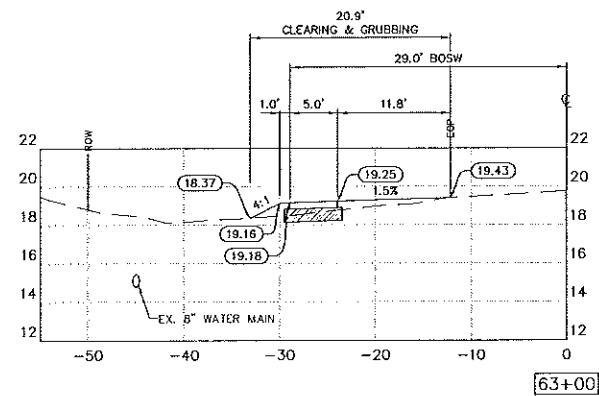
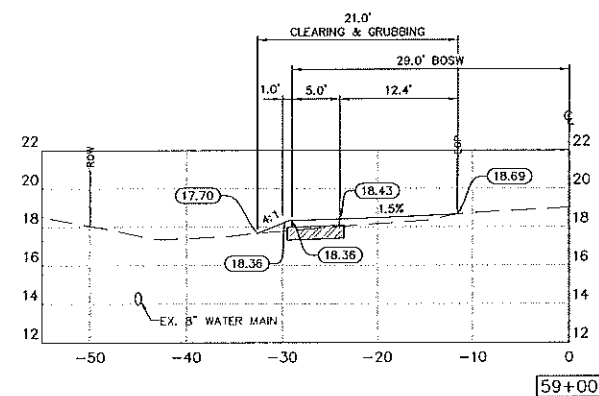
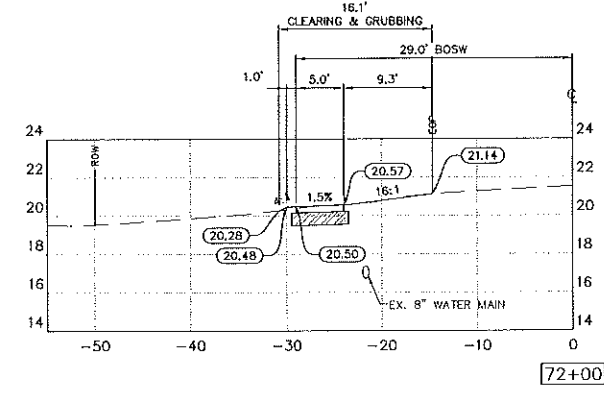
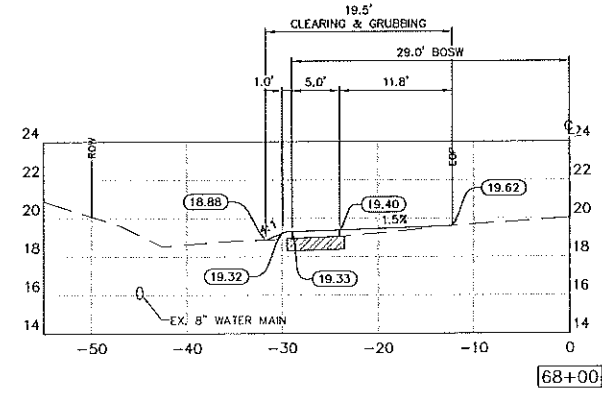
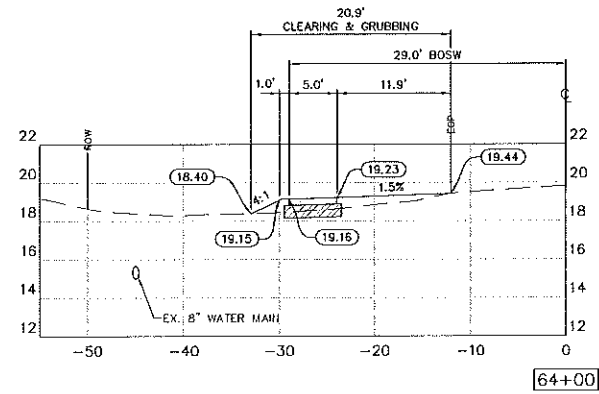
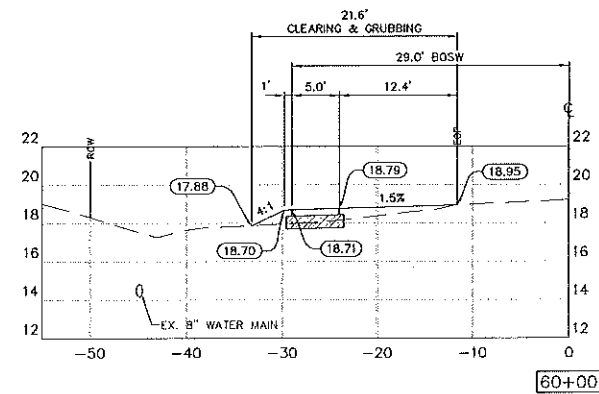
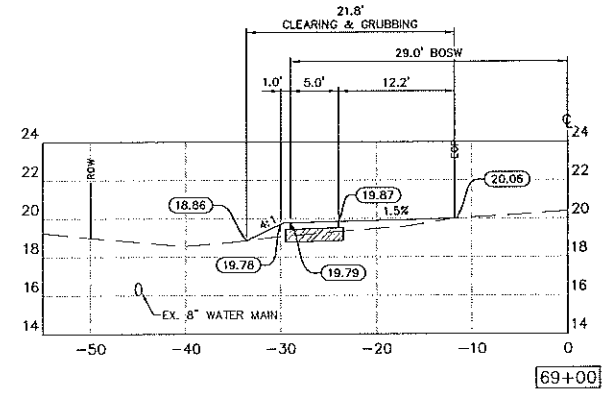
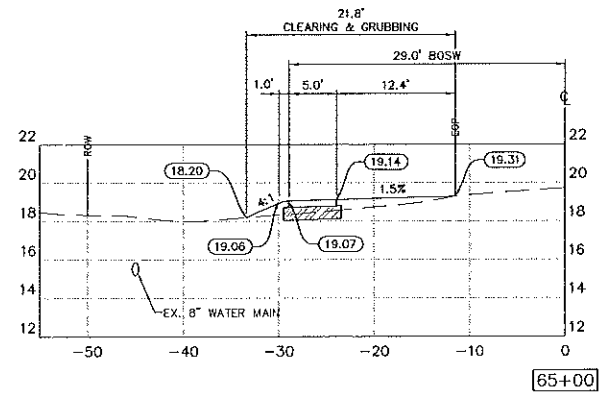
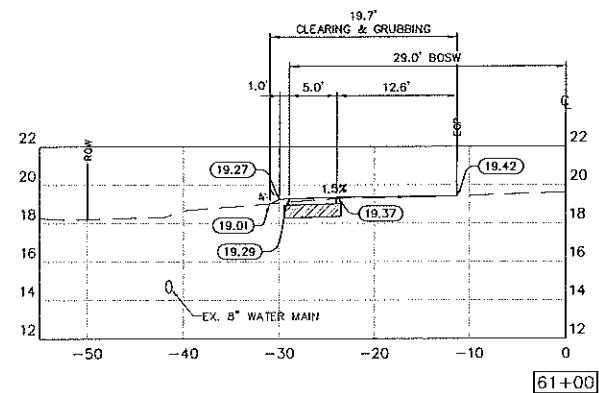
DMK ASSOCIATES
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421 Commercial Court, Suite C, Venice, Florida 34292
Phone (941)412-1293, Fax (941)412-1043
Certificate of Authorization No. 3934

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|----------------|------------------|-------|
| DATE 05/27/16 | CKD. BY | DATE |
| DRAWN RMS | KEM | 05/16 |
| DESIGN KEM/RMS | KEM | 05/16 |
| SCALE @ 22x34" | DMK NO.15-0194-4 | |

CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
HABERLAND BOULEVARD
CROSS SECTION SHEET

ENGINEER OF RECORD
KREG E. MAHEU P.E.
STATE OF FLORIDA NO. 45766

SHEET No.
5.2



SCALE: (22"x34")
HORIZONTAL: 1"=10'
VERTICAL: 1"=5'

Drawing name: F:\Projects\2015\15-0194 North Port EOR Agrmt 2015-2015-0194-04 Haberland Sidewalk.dwg X-ref: F:\15-0194-04 X-SECTION.dwg Tab: 5.3 Date Printed: Wed, 17 Aug 2016 1:06pm

| NO. | REVISION | DATE | BY |
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Phone (941)412-1293, Fax (941)412-1043
Certificate of Authorization No. 3934

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|-----------------|------------------|-------|
| DATE 05/27/16 | CKD. BY | DATE |
| DRAWN RMS | KEM | 05/16 |
| DESIGN KEM/RMS | KEM | 05/16 |
| SCALE @ 22"x34" | DMK NO.15-0194-4 | |

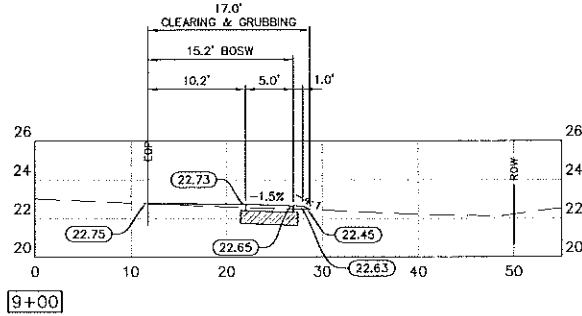
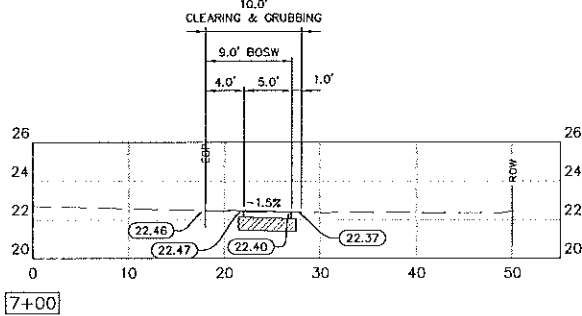
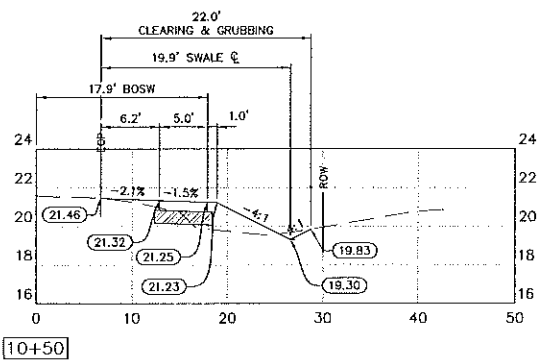
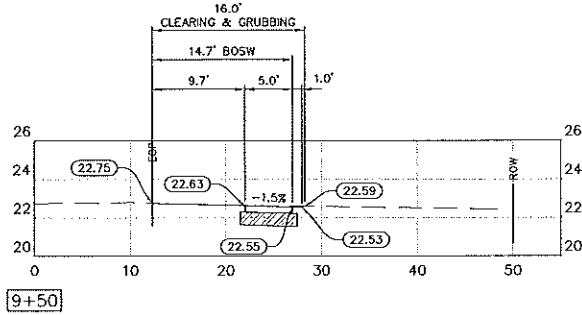
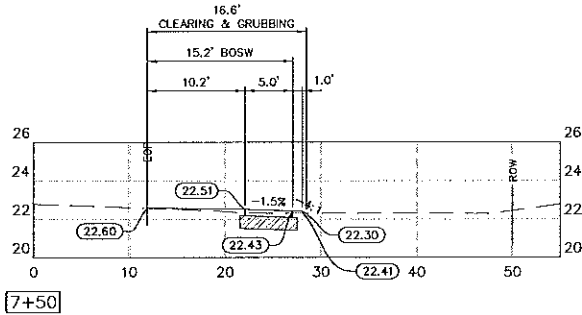
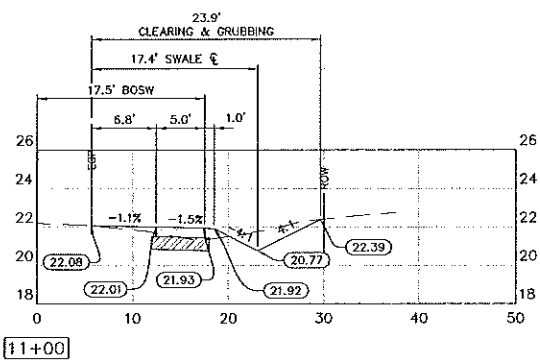
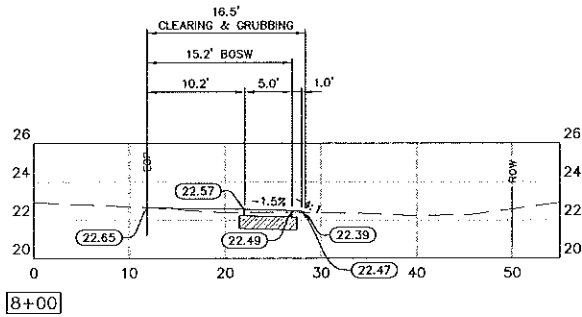
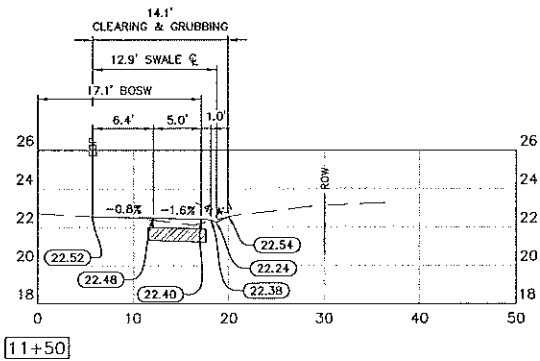
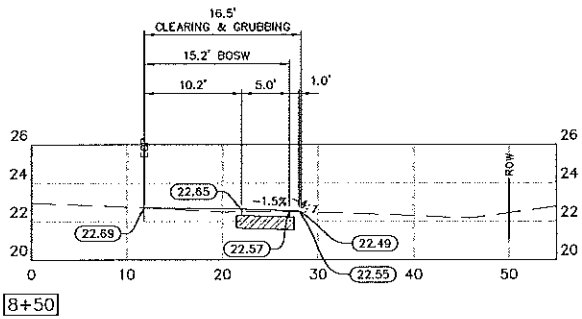
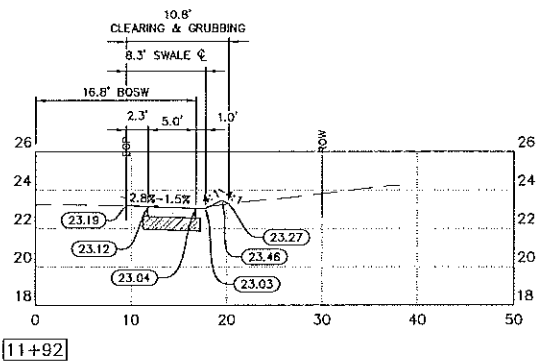
CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
HABERLAND BOULEVARD
CROSS SECTION SHEET

ENGINEER OF RECORD
KREG E. MAHEU P.E.
STATE OF FLORIDA NO. 457661

SHEET No.

5.3

Drawing name: F:\Projects\2015\15-0194 North Port EDR Agrmnt 2015-36\15-0194-4-Haberland Sidewalk\dwg\15-0194-4-X-SECTIONS.dwg Tab: 5.4 Date Printed: Wed, 17 Aug 2016 1:06pm



N. PURDUE STREET
CROSS SECTIONS

S. SAN MATEO DRIVE
CROSS SECTIONS

SCALE: (22"x34")
HORIZONTAL: 1"=10'
VERTICAL: 1"=5'

| NO. | REVISION | DATE | BY |
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NorthPort
FLORIDA



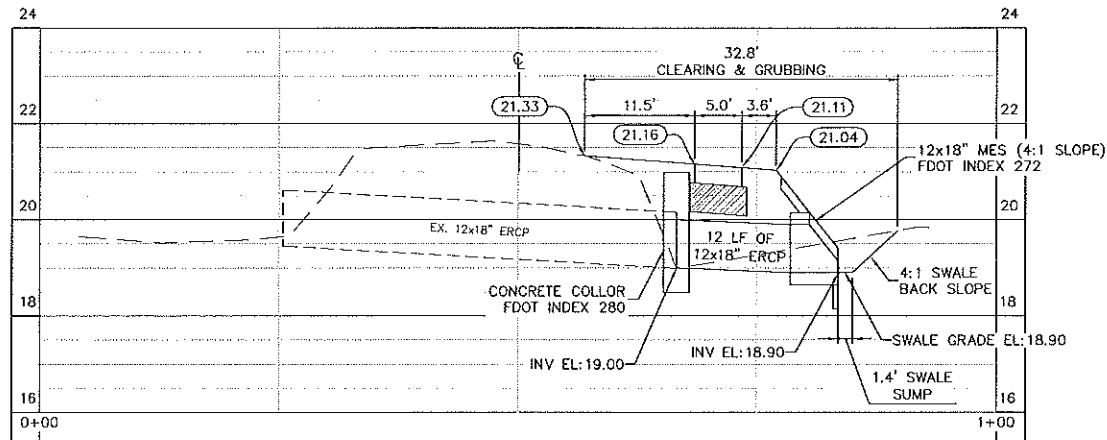
DMK ASSOCIATES
ENGINEERS ■ SURVEYORS
421 Commercial Court, Suite C, Venice, Florida 34292
Phone (941)412-1293, Fax (941)412-1043
Certificate of Authorization No. 3934

| | | | |
|--------|----------|------------------|-------|
| DATE | 05/27/16 | CKD. BY | DATE |
| DRAWN | RMS | KEM | 05/16 |
| DESIGN | KEM/RMS | KEM | 05/16 |
| SCALE | @ 22x34" | DMK NO.15-0194-4 | |

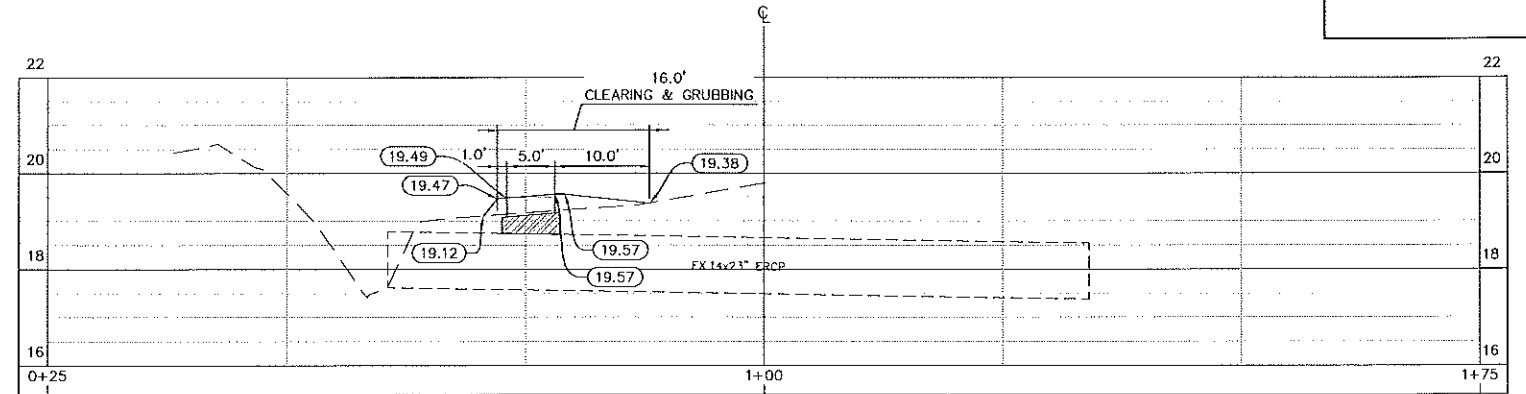
CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
N. PURDUE ST. & S. SAN MATEO DR.
CROSS SECTION SHEET

ENGINEER OF RECORD
KREG E. MAHEU P.E.
STATE OF FLORIDA NO. 457661

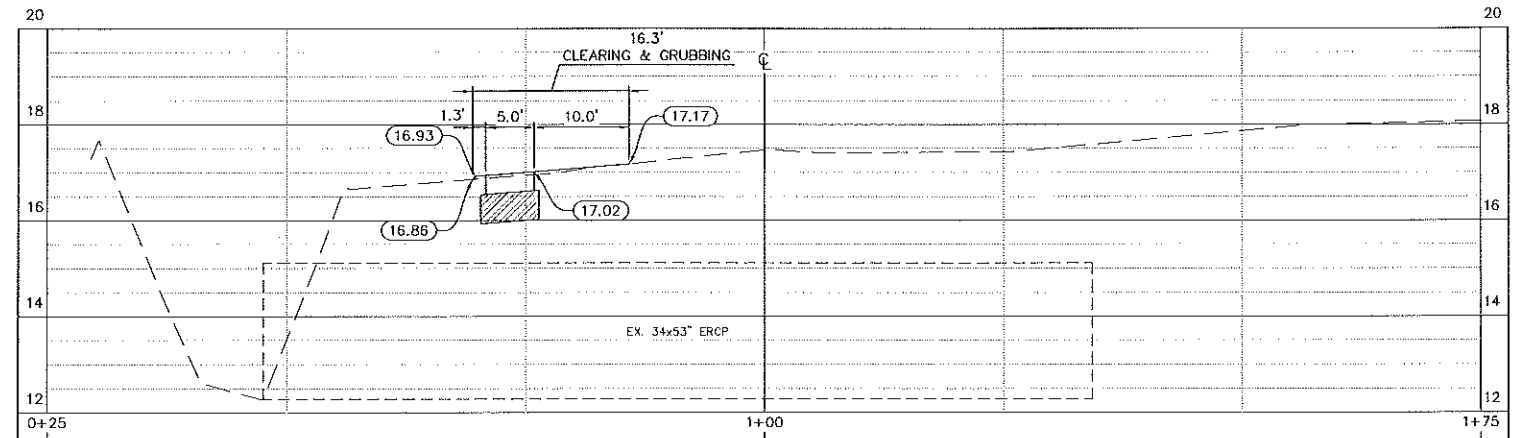
SHEET No.
5.4



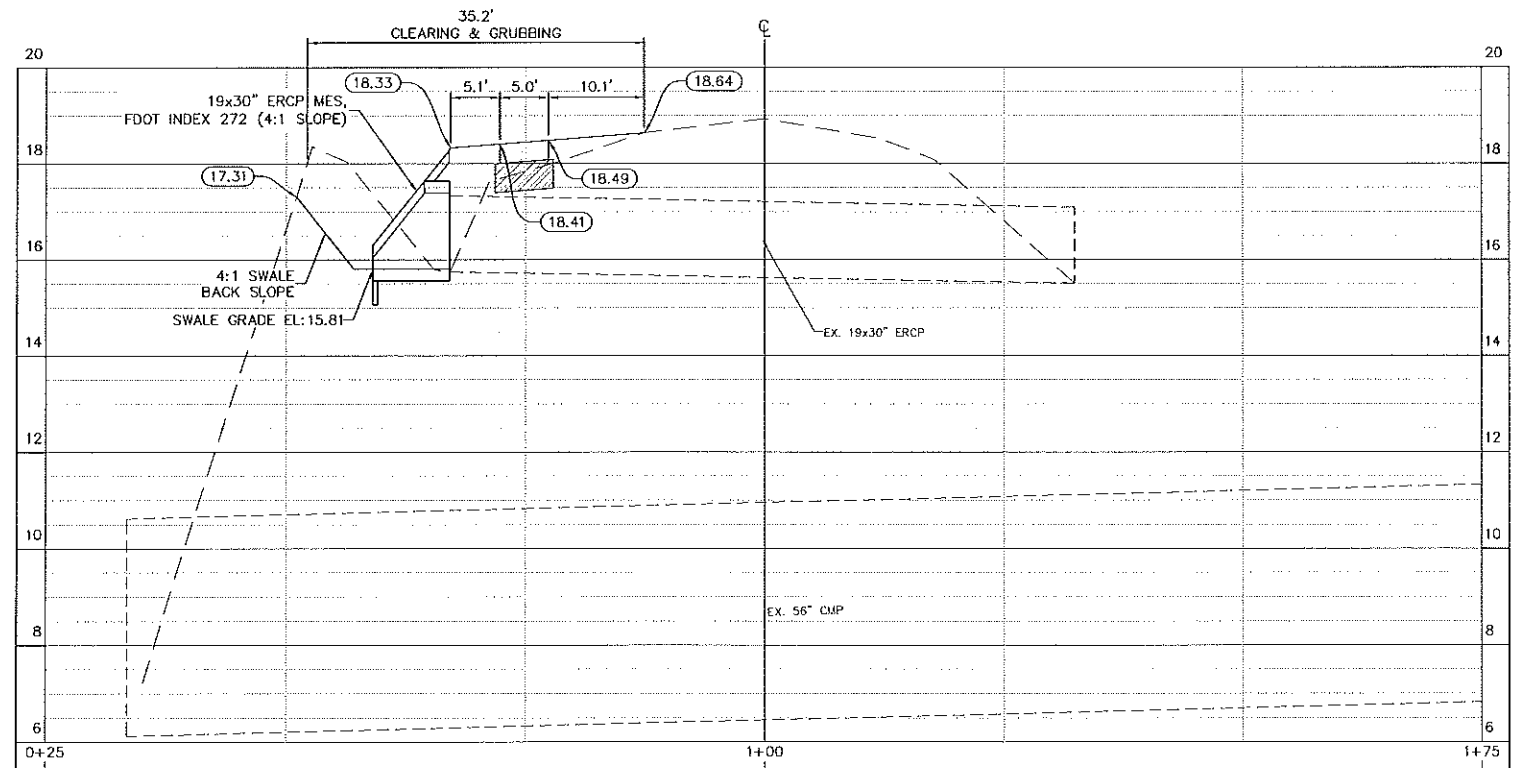
N. PURDUE ST. PIPE CROSSING @ STA 10+41
SCALE: H:1"=10'; V:1"=2'



HABERLAND BLVD. PIPE CROSSING @ STA: 67+50
SCALE: H:1"=10'; V:1"=2'



HABERLAND BLVD. PIPE CROSSING @ STA: 51+50
SCALE: H:1"=10'; V:1"=2'



HABERLAND BLVD. PIPE CROSSING @ STA: 35+00
SCALE: H:1"=10'; V:1"=2'

Drawing Name: F:\Proj-15\2015\15-0194-North Port EOR Agrmt 2015-36\15-0194-4-DRN-SECTIONS.dwg Tbl: 5.1 Date Plotted: Wed, 17 Aug 2016 - 1:26pm

| NO. | REVISION | DATE | BY |
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ENGINEERS ■ SURVEYORS
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Certificate of Authorization No. 3934

| | | |
|----------------|------------------|-------|
| DATE 05/27/16 | CKD. BY | DATE |
| DRAWN RMS | KEM | 05/16 |
| DESIGN KEM/RMS | KEM | 05/16 |
| SCALE @ 22x34" | DMK NO.15-0194-4 | |

CITY OF NORTH PORT - PUBLIC WORKS DIVISION
WA #4 - HABERLAND SIDEWALKS
DRAINAGE CROSS SECTION
SHEET

ENGINEER OF RECORD
KREG E. MAHEU P.E.
STATE OF FLORIDA NO. 457661

SHEET No.
5.5