



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



**NOVEMBER 14, 2016**

**TO: PROSPECTIVE BIDDERS**

**RE: REQUEST FOR BID NO. 2017-09 SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPING AND IRRIGATION PROJECT**

**BID**  
**OPENING: November 16, 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.**

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

**ITEM #1: QUESTIONS/ANSWERS**

**Q1:** We are contemplating not bidding the above project because of the soil specifications. Basically, the way the contract is written, it makes us responsible for whatever topsoil your curbing contractor installs. We could potentially be responsible to excavate or amend everything the other contractor brings out and would have to re-install the proper topsoil. This would be a very high cost addition that we would have to add to our bid. As this work has not been performed yet, we have no idea what kind of topsoil they will install. It is much smarter and more efficient to have the curbing contractor install the proper soil.

**A1:** The following Note 7 is on plan sheet 4 of the median curbing plans.

"Contractor shall provide planting soil backfill in the medians consisting of a fertile, friable, coarse loamy sand, containing no more than 3% of organic matter. Sand shall be coarse, clean, well- draining native sand. The planting soil backfill shall a PH between 5.5 and 7.0. Planting soil backfill shall be suitable for landscaping purposes, reasonably free of subsoil, clay lumps, brush, weeds and other litter. Free of roots, stumps, stones larger than 2" in any direction, and other extraneous or toxic matter harmful to plant growth. Contractor shall submit sample and PH testing results for approval prior to installation. Prior to placement, Contractor shall till/loosen top twelve inches of existing underlying soil."

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

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



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**NOVEMBER 9, 2016**

**TO: PROSPECTIVE BIDDERS**

**RE: REQUEST FOR BID NO. 2017-09 SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPING AND IRRIGATION PROJECT**

**BID**

**OPENING:** November 16, 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.

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**ITEM #1: QUESTIONS/ANSWERS**

**Q1:** We are considering bidding the City of North Port South Biscayne Median Landscape Project and would like to know if there is a projected start date or a deadline by which the work must begin.

**A1:** Our desire is to have this follow closely behind the curbing contractor – so grass/weeds do not propagate in the medians before the irrigation/landscaping contractor does there work.

Now that the curbing contract award is pushed to the December 13<sup>th</sup> meeting, the start date for that contract won't be until after January 1st with the irrigation and landscaping to be about 2 to 4 weeks behind.

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*Alla V. Skipper*

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**NOVEMBER 4, 2016**

**TO: PROSPECTIVE BIDDERS**

**RE: REQUEST FOR BID NO. 2017-09 SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPING AND IRRIGATION PROJECT**

**BID**  
**OPENING: November 16, 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.**

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**ITEM #1: BID SCHEDULE: DELETE BID SCHEDULE PROVIDED WITH THE ORIGINAL SPECIFICATIONS and REPLACE with "REVISED" BID SCHEDULE – EXCEL SPREADSHEET (IS AVAILABLE AS A SEPARATE DOCUMENT ON [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM)) with the attached version.** The following items were added to the bid schedule #5, #6 and #7.

Also for this item of the addenda, bidders should know that the following items – where shown on the plans - have already been installed on the project for the contractor's incorporation into the irrigation system:

- 2" Muller gate valve A-2360 series resilient wedge
- Mainline blow-off assembly
- 2" HDPE SDR 11 Piping

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*Alla V. Skipper*

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

**SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPE AND IRRIGATION PROJECT  
FROM EAST STAFORD TERRACE TO ELYTON DRIVE**

**"REVISED" BID SCHEDULE**

[illegible]

		GROUND COVER					
20	AG	Perennial Peanut - Arachis glabrata	4"pot	EA	13036		\$ -
21	DT	Twin Flower - Dyschoriste oblongifolia	1 gal, 6" Ht	EA	4809		\$ -
22	JC	Shore Juniper - Juniperus conferta `compacta`	3 gal, 12" Spr	EA	1490		\$ -
23	JH	Blue Rug Horizontal Juniper - Juniperus horizontalis `Wiltonii`	3 gal, 12" Spr	EA	875		\$ -
24	LM	Lily Turf - Liriope muscari `Big Blue`	1 gal	EA	3910		\$ -
25	RC	Carolina Wild Petunia - Ruellia caroliniensis	1 gal	EA	4524		\$ -
SUB-TOTAL GROUND COVER							\$ -

		MULCH					
26	PB	PINE BARK NUGGETS	3" DEPTH	CY	852		\$ -
SUB-TOTAL MULCH							\$ -
A	LANDSCAPE INSTALLATION SUBTOTAL						\$ -
		IRRIGATION INSTALLATION					
27	C	SPPED-ENC PEDESTAL MOUNTED SL1600 CONTROLLER WITH SLM48DM DECODER MODULE (INCLUDING MISC. ELECTRICAL)	(CONTRACTOR PROVIDED)	EA	1		\$ -
28	RS	SLW1 WIRED RAIN SENSOR	(CONTRACTOR PROVIDED)	EA	1		\$ -
29	FS	SLFSI-T20 2" TEE TYPE INSERT FLOW SENSOR WITH RAIN BIRD 200-PESBR-PRS-D MASTER VALVE	(CONTRACTOR PROVIDED)	EA	1		\$ -
30	AC	SL-AIRCARDFLOW3W-GSM AIR CARD W/ FLOW, 3 YR SERVICE PLAN & WARRANTY FOR GZM CELL NETWORK	(CONTRACTOR PROVIDED)	EA	1		\$ -
31	D	WEATHERMATIC SLDEC1 VALVE DECODER	(CONTRACTOR PROVIDED)	EA	27		\$ -
32	W	SMARTLINE - SLWIRE (2 PATH WIRE)	(CONTRACTOR PROVIDED)	LF	7940		\$ -
34	SV	RAIN BIRD 100-PESBR-PRS-D (INCLUDES VALVE BOX, GRAVEL, BRICKS, FABRIC, ETC.)	(CONTRACTOR PROVIDED)	EA	15		\$ -
35	SV	RAIN BIRD 150-PESBR-PRS-D (INCLUDES VALVE BOX, GRAVEL, BRICKS, FABRIC, ETC.)	(CONTRACTOR PROVIDED)	EA	12		\$ -
38	LL	1" CLASS 200 PURPLE	(CONTRACTOR PROVIDED)	LF	6380		\$ -
39	LL	1-1/2" CLASS 200 PURPLE	(CONTRACTOR PROVIDED)	LF	260		\$ -
40	LL	2" CLASS 200 PURPLE	(CONTRACTOR PROVIDED)	LF	40		\$ -
42	GR	LIGHTENING ARRESTER - SLGDT	(CONTRACTOR PROVIDED)	EA	28		\$ -
44	NZ	HUNTER FIXED ARC NOZZLE ON PROS-12-CV-R SPRAY BODY - 5' RADIUS NOZZLE	(CONTRACTOR PROVIDED)	EA	451		\$ -
45	NZ	HUNTER FIXED ARC NOZZLE ON PROS-12-CV-R SPRAY BODY - 10' RADIUS NOZZLE	(CONTRACTOR PROVIDED)	EA	367		\$ -
47	F	NETAFIM FILTER POC-TF20918-100RW	(CONTRACTOR PROVIDED)	EA	1		\$ -
B	SUB-TOTAL IRRIGATION						\$ -
		SITE WORK					
48	SP	SOIL PREP., HERBACIDE APP., FERT.		SF	92012		\$ -
49	TS	TREE SUMPS (AS NEEDED)		EA	25		\$ -
50	MOB	MOBILIZATION		LS	1		\$ -
51	MOT	MAINTENANCE OF TRAFFIC		LS	1		\$ -
52	SF	SILT FENCE AROUND DRAINS		EA	4		\$ -
53	AB	CERTIFIED AS-BUILT SURVEYS		LS	1		\$ -
C	SITE WORK SUBTOTAL						
A	LANDSCAPE INSTALLATION SUBTOTAL						\$ -
B	IRRIGATION INSTALLATION SUBTOTAL						\$ -
C	SITE WORK SUBTOTAL						\$ -
GRAND TOTAL							\$0.00

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





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**NOVEMBER 1, 2016**

**TO: PROSPECTIVE BIDDERS**

**RE: REQUEST FOR BID NO. 2017-09 SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPING AND IRRIGATION PROJECT**

**BID**

**OPENING: November 16, 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.**

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**ITEM #1: CORRECTIONS:**

**SP-16 SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT:** The Bidder shall not subcontract, sublet or otherwise assign any more than forty percent (~~15%~~) (40%) of the Contract value and only for non-irrigation and landscaping items.

**ITEM #2: CLARIFICATION**

- C1: A pressure test of the irrigation mainline installed by the City as provided in an email dated 8/31/15 showed a residual pressure of 71 PSI with 28 gpm on the south side of US 41 and 22 gpm on the north side of US 41.
- C2: For clarification, the plan detail of a "Modified Tree Pit Detail for Poor Drainage" as shown on sheet L37 is not intended to include a mechanical or electrical sump pump.
- C3: For clarification, the proposed plant material as shown on the plans have been located to maintain an 18" clear distance from the back of curb.
- C4: The reclaim water used for irrigation on this project is believed to be tank stored and not pond storage.
- C5: For clarification, it was noted that the contractor shall perform irrigation line flushing.

C6: For clarification, it was noted that the mulch type on this project is to be “pine bark nuggets” and the contractor will be responsible for cleaning up mulch migration into the roadway during installation until final acceptance.

C7: For clarification it was pointed out that an existing capped well exists within the median at approximately station 42+17 as shown on sheet IR15 on plans

**ITEM #3:** BIDDER TO REVIEW and note the key warranty sections 2.24 - 2.26. Warranty restarts for replacement plants.

**ITEM #4:** QUESTION/ANSWER

**Q1:** The bid documents require “City of North Port Fertilizer Ordinance/FDEP Green Industries BMP’s Certification”

A bidder asked if a Sarasota County BMP’s Course certification would suffice?

**A1:** Sarasota County Fertilizer Ordinance is not exactly the same as North Port’s.

- They need a certificate from Green Industries Best Management Practices training at <https://gibmp.ifas.ufl.edu/workshop/register/listGIBMPWorkshops.faces>.
- Upon receipt of a certificate of training, submit the certificate Carol Kozabo, City of North Port Neighborhood Development Services , Property Standards Division Manager to obtain a sticker for their trailer.
- City of NP Fertilizer Ordinance can be downloaded from webpage <http://www.cityofnorthport.com/government/city-services/public-works/stormwater-management>

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*Alla V. Skipper*

---

**Alla V. Skipper, CPPB**  
**Senior Contract Specialist**  
**Purchasing Department**  
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**Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.**



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October 21, 2016

TO: PROSPECTIVE BIDDERS

RE: REQUEST FOR BID NO. 2017-09 SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPING AND IRRIGATION PROJECT

**BID**

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**ITEM #1: SPECIFICATIONS 'NOTICE OF AVAILABILITY OF BID SPECIFICATION' DELETE** page in original bid package and **REPLACE** with the attached version.

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

End of Addendum No. 1



**CITY OF NORTH PORT**  
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## **NOTICE OF AVAILABILITY OF BID SPECIFICATIONS**

### **REQUEST FOR BID 2017-09**

#### **SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPING AND IRRIGATION PROJECT**

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 at **South Biscayne Drive Median Landscaping and Irrigation** to include, but not limited to, an irrigation system, prepare soil, plant vegetation and mulch within the medians of South Biscayne Drive from East Safford Terrace to Elyton Drive. Construction plans are included in Attachment A.

**NON-MANDATORY PRE-BID MEETING: November 1, 2016 AT 10:00 AM**  
**4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA**

**BID OPENING: NOVEMBER 16, 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](http://www.demandstar.com). Links to DemandStar are also available from the city purchasing website at [www.cityofnorthport.com](http://www.cityofnorthport.com). The initial bid documents (with plans) are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/> (go to the dropdown box and scroll down to purchasing); however, all addendums are posted on [www.demandstar.com](http://www.demandstar.com). If you have any questions, concerns, or problems accessing the bid package using the link, please contact 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](mailto:purchasing@cityofnorthport.com). No verbal requests will be honored. All questions and clarifications must be submitted via e-mail or facsimile by **November 8, 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 – October 25, 2016**  
<http://cityofnorthport.com> – 10/21/2016  
[www.demandstar.com](http://www.demandstar.com) – 10/21/2016

# **CITY OF NORTH PORT**

The seal of the City of North Port, Florida, is a circular emblem. The outer ring contains the text "CITY OF NORTH PORT" at the top and "FLORIDA" at the bottom, separated by two small dots. The inner circle features a yellow map of Florida with a green palm tree and a blue wave to its left. Below the map, the text "INCORPORATED 1959" is written in a smaller font.

## **SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPING AND IRRIGATION PROJECT**

**REQUEST FOR BID NO. 2017-09**



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**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS**

**REQUEST FOR BID 2017-09**

**SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPING AND IRRIGATION PROJECT**

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**PUBLISH: Sarasota Herald Tribune Newspaper – October 25, 2016**  
<http://cityofnorthport.com> – 10/21/2016  
[www.demandstar.com](http://www.demandstar.com) – 10/21/2016

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**ATTACHMENT “A” – PLANS FOR SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPE PROJECT:**

- LANDSCAPE PLANS 37 PLANS
- IRRIGATION PLANS – 32 PAGES

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



## SECTION I INSTRUCTIONS TO BIDDERS

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

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**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.

## 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](http://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.

**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.

**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](http://www.demandstar.com) within thirty (30) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

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

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

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

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

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

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

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

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

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

**10. TERMINATION OF CONTRACT:**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

**19. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the CITY to perform the service.
  - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

- b. Public records” means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor’s records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the City’s custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the CONTRACTOR does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor’s possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; EMAIL: [padkins@cityofnorthport.com](mailto:padkins@cityofnorthport.com).**



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

Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

**20. FORCE MAJEURE:** The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

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

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

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

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

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

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

(12) EXEMPTION.--The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing,

by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

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

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

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

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

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

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

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

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

In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and certified copy of the

bond shall be furnished to the Purchasing Department at the time of the pre-construction meeting. Such default shall only be curable at the option of the City.

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

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

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

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

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

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

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

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

**36. 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.

**37. 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 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.

**38. 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.

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

**40. 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.

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

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

**43. SCRUTINIZED COMPANIES:** 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.

## 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 documents 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.



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

**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 will include 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.

**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 therefrom.

**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.

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 utilized in completing the work such materials and equipment as may be on the site of the work and necessary therefore.

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

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

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

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

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

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

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

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

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

given to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all communications to the City or his/her representative.

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

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

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

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

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

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

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the

agreement(s) to the City. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the necessary agreements to the City, the City will direct the Contractor in writing to immediately cease using such property.

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

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

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

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 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 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.

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

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

**3.1.37. Stage Plans:** Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the City, shall be adhered to unless objected to in writing by the



Contractor, but the submission or approval of stage plans by the City shall not relieve the Contractor of full responsibility for the work.

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

## SPECIAL PROVISIONS

**SP-01 INTENT:** The purpose of this project is to obtain a Contractor to provide landscaping improvements within the medians of South Biscayne Drive including earthwork, irrigation system, plantings and mulching as shown on plans in "Attachment A". The Contractor shall be responsible for temporary traffic control and traffic control signs, mailboxes and any other appurtenances disturbed during construction.

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

The plans, technical specifications, and other documents provided are intended to provide the Contractor with known conditions of the existing site and proposed work area. The Contractor is responsible to conduct 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 South Biscayne Drive Median Landscape Project work shall be **120 calendar days** from date specified in the Notice to Proceed to final completion. Contractor shall ensure that all work will be completed within the specified time without exception with a schedule showing completion within established constraints that will become the baseline for future updates. Updated schedules must identify any activities delayed and impacts to the progression of work with remedial action plans for recovery or adjustments. After a baseline schedule is submitted and approved consideration for significant changes in the Construction Schedule by Contractor must be justified and warranted before adopted. The proposed production schedule shall be submitted a minimum of one (1) week prior to submitting the monthly invoices, as required under Special Provisions. Invoices will be rejected if the schedule is not included.

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

**SP-04.1.** A telephone list specifying the name, address, office phone number and mobile phone 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.** In addition to the telephone and facsimile numbers, the Contractor shall provide an e-mail address where emails can be sent. The e-mail address must be monitored at least daily and capable of transferring electronic files.

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

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

**SP-07 COORDINATION OF WORK:** The Contractor shall coordinate with the contractor placing curbing around the perimeters of these same medians. The soil being placed in the medians by the curbing contractor consists of fertile friable, coarse loamy sand containing no more than 3 percent of organic matter. Sand shall be coarse, clean, well-draining, native sand. The planting soil backfill shall have a PH between 5.5 and 7.0. Planting soil backfill shall be suitable for landscaping purposes, reasonably free of subsoil, clay lumps, brush, weeds, and other litter; free of roots, stumps, stones larger than 2 inches in any direction, and other extraneous or toxic matter harmful to plant growth. The median curbing contractor is to loosen the top twelve inches of existing underlying soil before placement of added soil to the top of the new curb.

**SP-08 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 one hundred and twenty (120) 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 ninety (90) calendar days; with final completion within thirty (30) calendar days after attaining Substantial Completion. Time is of the essence in the performance of this Contract. Delays in the work due to the work of the curbing contractor will justify an increase in contract time, but not contract amount.

**SP-09 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-10 DAMAGES:** Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. This includes the newly placed curbing in the medians. 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-11 CONTINUOUS PROSECUTION OF WORK:** The Contractor shall continuously prosecute the work in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

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.

**SP-12 SAFETY AND PROTECTION:**

**SP-12.1.** 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:

- SP-01.1.1.** All employees on the work and other persons and organizations who may be affected thereby; and
- SP-01.1.2.** All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- SP-01.1.3.** 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-12.2.** 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-12.3.** 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-12.4.** 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-13 CHANGES IN THE WORK:** The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be a change **to the contract** and shall require approval by the City Manager prior to prosecution of the additional work. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract. In giving instructions, the City shall have authority to make minor changes in the work, not



involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Contract sum shall be valid, unless ordered.

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

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

- SP-13.1.** By estimate and acceptance in a lump sum.
- SP-13.2.** By unit prices named in the contract or subsequently agreed upon.
- SP-13.3.** By cost and percentage or by cost and a fixed fee.
- SP-13.4.** By Incidental Field Change Adjustment (IFCA).
- SP-13.5.** By Change Order executed by City Manager
- SP-13.6.** By Contingency Authorization (executed by City Manager).

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

**Measurement of Quantities:** The quantities of work performed will be computed by the City on the basis of measurement taken by the City, and these measurements shall be final and binding. All work computed under the contract shall be measured by the City according to the United States Standard Measurement and Weights. The City does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. The estimated quantities of work to be done and material to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the City prior to any work.

**SP-14 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-15 QUALIFICATIONS:** In order to be deemed responsive and responsible the Bidder must have obtained such prequalification or certification (below) not later than the time of bid opening, and attach proof with their bid package:

The City of North Port will accept bids from established full service landscape and irrigation companies under the conditions that 100% of the irrigation and landscaping items will be performed by that company (no subcontractors), the company meets all insurance/performance bond requirements and meets all other experience requirements detailed in the request for bid.

The Bidder shall have at least five (5)-years of successful experience of a scope similar to that required for the work, including the handling, planting and irrigation on similar projects. The Bidder shall maintain a

full time Superintendent on site having five (5) years successful experience of a similar scope **(both irrigation and landscaping)** and who can communicate in English with the Owner's Representative while work is in progress.

**SP-16 SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT:** The Bidder shall not subcontract, sublet or otherwise assign any more than forty percent (15%) of the Contract value and only for non-irrigation and landscaping items.

**SP-17 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**



## TECHNICAL SPECIFICATIONS & CONDITIONS

**TS-01 PROJECT SCOPE:** The Project consists of furnishing all materials, equipment, labor and operations in connection with, but not necessarily limited to, the following as specified herein and shown on the attached landscaping and irrigation plans for South Biscayne Median Landscaping Project.

- A. Removal and re-grading of existing soil within the medians only, and disposal of same;
- B. Landscape installation;
- C. Irrigation installation;
- D. Maintenance of traffic;
- E. Sod placement as required;
- F. Site clean-up as required.

**TS-02 GENERAL:** All work shall be in accordance with applicable provisions of the most recent Florida D.O.T. Standard Specifications for Road and Bridge Construction (Standard Specifications) except as amended hereinafter.

In case of a conflict with the referenced Standard Specifications and the requirements stated herein, the requirements herein shall prevail. In case of a conflict in the requirements of local government with the referenced Standard Specifications or the requirements stated herein, the requirements of the local government when more stringent, shall prevail.

**TS-03 SUBMITTALS:** Submit three (3) copies of each submittal to the City for review and approval. Submittals shall be provided to the City at the Pre-Construction meeting. Submittals shall be submitted for every materials and products to be installed with the project. Submittals shall include, but not limited to:

- A. MOT Plan as required by the contractor
- B. Material Suppliers with contact information (refer to planting and irrigation Technical Provisions).

**TS-04 INCIDENTAL REPAIRS AND INCIDENTALS FIELD CHANGE ADJUSTMENTS (IFCA):** During the course of the project there could be situations that require modifications, repairs or changes due to unforeseen situations. Loss claims due to property damage during all phases of paving operations shall be at the contractor's risk and referred to the contractors' loss prevention and or insurance company.

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. Such changes must be approved by the City and Contractor shall not proceed with the field changes without prior written approval from the City.

### **TS-05 MAINTENANCE OF TRAFFIC (MOT)**

Contractor shall be responsible for preparing MOT Plan and obtaining Right-of-Way (R.O.W.) Use Permit for this project. Contractor shall maintain at least one (1) lane of traffic at all times for local, arterial and collector roadways, and comply with the Manual on Uniform Traffic Control Devices, maintaining safe conditions at the job site at all times. Detours may be allowed for local streets, so long as any plans for such detours are approved by the City at least ten (10) business days in advance. Contractor shall provide

draft copy of door knockers, area of map distribution and media release for City review. Door knockers shall not be distributed and news release shall not be posted until approved by City Manager. Closures and detours shall only occur upon final approval of City Manager and adequate posting.

Contractor shall be responsible for coordinating MOT. MOT shall include proper signage and manpower for traffic control and to maintain safety. The work specified for arterials, collectors and local roads shall include an MOT during the entire construction period and shall comply with the requirements of Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction most recent edition, the Florida Department of Transportation Roadway and Traffic Design Standards, most recent edition, Index 600 series, and 700, Florida Department of Transportation's Plans Preparation Manual, Chapter 10, Work Zone Traffic Control; most recent edition, and Part VI, The Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), Current Edition, except as amended hereinafter.

MOT Plan: The Contractor shall provide an MOT Plan prepared by a certified MOT specialist who has successfully completed advanced training in Maintenance of Traffic. The City may ask for proof of MOT technician certification. The Contractor shall not begin work until a MOT plan is officially approved by the City (e-mail or in writing). MOT plans modifications require the City's written approval. Except in an emergency, no changes to the approved plan are allowed until written approval is received.

Replacement of Traffic and Street Signs: The Contractor shall replace all existing traffic and street signs within the project site moved or relocated during construction. In case any signage has been damaged they shall be replaced with a new signage. Any new signage shall be approved by the City.

The Contractor's work shall include preparing approved traffic control plans, providing facilities, devices, and operations as required for access to residences and businesses along the project and for the safety and convenience of the public and to minimize public nuisance, installing, and maintaining traffic control markings, signs, and safety devices, and any other special requirements for safe and expeditious movement of traffic in the project area and other impacted areas as specified herein.

The Contractor shall notify all Emergency Agencies (Including City's Fire and Police Departments) affected by the work being performed, at least twenty-four (24) hours in advance. **The Contractor will also notify, North Port Solid Waste, Sarasota County School Board Transportation, and the North Port Post Office of the areas affected.** MOT shall be pre- approved by the City prior to the start of any work. Failure to comply with the terms in this section as determined by the City shall result in the immediate halt of all work operations until such time as all deficiencies and problems are corrected to the satisfaction of the City and the Contractor is authorized by the City that work may resume. The City will not be responsible and will not compensate contractor for any lost time as a result of ignoring or not meeting any of the MOT criteria specified herein.

**Work Zone Traffic Supervisor:** The Contractor shall provide, at no additional cost to the City, a Work Zone Traffic Supervisor who has successfully completed advanced training in Maintenance of Traffic, and in general conformance to Section 5-8.4 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, most recent edition. The Contractor shall provide a copy of the Work Zone Traffic Supervisor's training certification at the preconstruction conference.

No open roadway cut shall remain open overnight. If previous permission has been granted, maintenance of traffic plan (MOT) must be submitted and approved prior to construction activities. All traffic control measures shall meet current M.U.T.C.D., City of North Port and latest edition of FDOT guidelines.

#### **TS-06 PLANTING**

The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plant (also known as "landscaping") complete as shown on the drawings and as specified herein. Upon receipt of the Notice-to-Proceed from the City, the Contractor shall prepare to begin work by site mobilization. Site mobilization includes the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, sanitary and other facilities, as required by State and local laws and regulations. Scope includes the cost of bonds, insurance, and any other preconstruction expenses necessary for the start of the work, excluding the cost of construction materials. All costs for construction, overhead and profit, and all plants and materials shall be excluded. Contractor shall be responsible for coordinating Maintenance Of Traffic (MOT) with the City of North Port.

The scope of work in this section includes, but is not limited to, the following:

- A. Locate, purchase, deliver and install all specified plants.
- B. Water all specified plants.
- C. Mulch, fertilize, stake, and prune all specified plants.
- D. Maintenance of all specified plants until the beginning of the warranty period.
- E. Plant warranty.
- F. Clean up and disposal of all excess and surplus material.
- G. Maintenance of all specified plants during the warranty period.

#### **Contract Documents**

Shall consist of specifications and general conditions and the construction drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

#### **Related Documents and References**

Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section.

Related Specification Sections  
Section - Irrigation

References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.

- A. ANSI Z60.1 American Standard for Nursery Stock, most current edition.

- B. ANSI A 300 – Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
- C. Florida Grades and Standards for Nursery Stock, current edition (Florida Department of Agriculture, Tallahassee FL).
- D. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
  - USDA - The Germplasm Resources Information Network (GRIN) <http://www.ars-grin.gov/npgs/searchgrin.html>
  - Manual of Woody Landscape Plants; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.
- E. Pruning practices shall conform to recommendations “Structural Pruning: A Guide For the Green Industry” most current edition; published by Urban Tree Foundation, Visalia, California.
- F. City of North Port Utility Standards.

### **Verification**

All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner’s Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner’s Representative.

In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

### **Definitions**

All terms in this specification shall be as defined in the “Glossary of Arboricultural Terms” or as modified below.

- A. Container plant: Plants that are grown in and/or are currently in a container including boxed trees.
- B. Defective plant: Any plant that fails to meet the plant quality requirement of this specification.
- C. End of Warranty Final Acceptance: The date when the Owner’s Representative accepts that the plants and work in this section meet all the requirements of the warranty. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrent with each other.
- D. Field grown trees (B&B): Trees growing in field soil for at least 12 months prior to harvest.
- E. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar’s horticultural description, adjusted for the planting site soil, drainage and weather conditions.
- F. Kinked root: A root within the root package that bends more than 90 degrees.
- G. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.
- H. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.

- I. Normal: the prevailing protocol of industry standard(s).
- J. Owner's Representative: The person appointed by the Owner to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative may appoint other persons to review and approve any aspects of the work.
- K. Reasonable and reasonably: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.

When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.

This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's expert shall determine when conditions are judged as reasonable.

- L. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.
- M. Root ball package: The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.
- N. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.
- O. Shrub: Woody plants with mature height approximately less than 15 feet.
- P. Spade harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.
- Q. Stem: The trunk of the tree.
- R. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the Owner's Representative accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.
- S. Stem girdling root: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.
- T. Structural root: One of the largest roots emerging from the root collar.
- U. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

## Submittals

See contract general conditions for policy and procedure related to submittals.

- A. Submit all product submittals 8 weeks prior to installation of plantings.
- B. Product data: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants.
- C. Plant growers' certificates: Submit plant growers' certificates for all plants indicating that each meets the requirements of the specification, including the requirements of tree quality, to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants.
- D. Samples: Submit samples of each product and material where required by the specification to the Owner's Representative for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- E. Plant sources: Submit sources of all plants as required by Article – "Selection of Plants" to the Owner's Representative for approval.
- F. Close out submittals: Submit to the Owner's Representative for approval.
  - 1. **Landscape Maintenance Manual:** Plant maintenance data, schedule and requirements.
- G. Warranty period site visit record: If there is no maintenance during the warranty period, after each site visit during the warranty period, by the Contractor, as required by this specification, submit a written record of the visit, including any problems, potential problems, and any recommended corrective action to the Owner's Representative for approval.

## Observation of the Work

The Owner's Representative may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.

The Owner's Representative shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Owner's Representative shall be afforded sufficient time to schedule visit to the site. Failure of the Owner's Representative to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.

- H. SITE CONDITIONS PRIOR TO THE START OF PLANTING: review the soil and drainage conditions.
- I. COMPLETION OF THE PLANT LAYOUT STAKING: Review of the plant layout.
- J. PLANT QUALITY: Review of plant quality at the time of delivery and prior to installation. Review tree quality prior to unloading where possible, but in all cases prior to planting.
- K. COMPLETION OF THE PLANTING: Review the completed planting.

### **Quality Assurance**

Substantial Completion Acceptance - Acceptance of the work prior to the start of the warranty period:

- L. Once the Contractor completes the installation of all items in this section, the Owner's Representative will observe all work for Substantial Completion Acceptance upon written request of the Contractor. The request shall be received at least ten (10) calendar days before the anticipated date of the observation.
- M. Substantial Completion Acceptance by the Owner's Representative shall be for general conformance to specified size, character and quality and not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.
- N. Any plants that are deemed defective as defined under the provisions below shall not be accepted.

The Owner's Representative will provide the Contractor with written acknowledgment of the date of Substantial Completion Acceptance and the beginning of the warranty period and plant maintenance period (if plant maintenance is included).

Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.

### **Plant Warranty**

The Contractor agrees to replace defective work and defective plants. The Owner's Representative shall make the final determination if plants meet these specifications or that plants are defective.

Plants warranty shall begin on the date of Substantial Completion Acceptance and continue for the following periods, classed by plant type:

- O. Trees – 1 Year(s).
- P. Shrubs – 1 Year(s).
- Q. Ground cover and perennial flower plants – 1 Year(s).

When the work is accepted in parts, the warranty periods shall extend from each of the partial Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of plant warranty, shall terminate at one time.

All plants shall be warrantied to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements. The Owner's representative shall make the final determination that plants are defective.

Plants determined to be defective shall be removed immediately upon notification by the Owner's Representative and replaced without cost to the Owner, as soon as weather conditions permit and within the specified planting period.

Any work required by this specification or the Owner's Representative during the progress of the work, to correct plant defects including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.

The Contractor is exempt from replacing plants, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.



Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the Owner.

The warranty of all replacement plants shall extend for an additional one-year period from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended warranty period, the Owner's Representative may elect one more replacement items or credit for each item. These tertiary replacement items are not protected under a warranty period.

During and by the end of the warranty period, remove all tree wrap, ties, and guying unless agreed to by the Owner's Representative to remain in place. All trees that do not have sufficient caliper to remain upright, or those requiring additional anchorage in windy locations, shall be staked or remain staked, if required by the Owner's Representative.

End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.

- R. At the end of the warranty period, the Owner's Representative shall observe all warranted work, upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date for final observation.
- S. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification and in specification sections Planting Soil and Irrigation have been met.

#### **1.1 Selection and Observation of Plants**

- A. The Owner's Representative may review all plants subject to approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.
- B. Plant Selection: The Owner's Representative reserves the right to select and observe all plants at the nursery prior to delivery and to reject plants that do not meet specifications as set forth in this specification. If a particular defect or substandard element can be corrected at the nursery, as determined by the Owner's Representative, the agreed upon remedy may be applied by the nursery or the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the contractor's expense.
  - 1. The Owner's Representative may make invasive observation of the plant's root system in the area of the root collar and the top of the root ball in general in order to determine that the plant meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the plant.
  - 2. Corrections are to be undertaken at the nursery prior to shipping.
- C. The Contractor shall bear all cost related to plant corrections.
- D. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Owner.
- E. Submit to the Owner's Representative, for approval, plant sources including the names and locations of nurseries proposed as sources of acceptable plants, and a list of the plants they will provide. The plant list shall include the botanical and common name and the size at the time of selection. Observe all nursery materials to determine that the materials meet the



requirements of this section.

- F. Trees shall be purchased from the growing nursery. Re-wholesale plant suppliers shall not be used as sources unless the Contractor can certify that the required trees are not directly available from a growing nursery. When Re-wholesale suppliers are utilized, the Contractor shall submit the name and location of the growing nursery from where the trees were obtained by the re-wholesale seller. The re-wholesale nursery shall be responsible for any required plant quality certifications.
- G. The Contractor shall require the grower or re-wholesale supplier to permit the Owner's Representative to observe the root system of all plants at the nursery or job site prior to planting including random removal of soil or substrate around the base of the plant. Observation may be as frequent and as extensive as needed to verify that the plants meet the requirements of the specifications and conform to requirements.
- H. Each tree shall have a numbered seal applied by the Contractor. The seal shall be placed on a lateral branch on the north side of the tree. The seal shall be a tamper proof plastic seal bearing the Contractors name and a unique seven-digit number embossed on the seal.
  - 1. Do not place seals on branches that are so large that there is not sufficient room for the branch growth over the period of the warranty.
- I. The Owner's Representative may choose to attach their seal to each plant, or a representative sample. Viewing and/or sealing of plants by the Owner's Representative at the nursery does not preclude the Owner's Representative's right to reject material while on site. The Contractor is responsible for paying any up charge for the Owner's Representative to attach their seal to specific plants.
- J. Where requested by the Owner's Representative, submit photographs of plants or representative samples of plants. Photographs shall be legible and clearly depict the plant specimen. Each submitted image shall contain a height reference, such as a measuring stick. The approval of plants by the Owner's Representative via photograph does not preclude the Owner's Representative's right to reject material while on site.

### **1.2 Plant Substitutions for Plants Not Available**

- A. Submit all requests for substitutions of plant species, or size to the Owner's Representative, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

### **1.3 Site Conditions**

- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Owner's Representative, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.
  - 1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Owner's Representative in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the Owner's Representative of such conditions,

he/she shall remain responsible for plant material under the warranty clause of the specifications.

- B. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts, in writing, to the Owner's Representative.
- C. This specification requires that all Planting Soil and Irrigation (if applicable) work be completed and accepted prior to the installation of any plants.
  - 1. Planting operations shall not begin until such time that the irrigation system is completely operational for the area(s) to be planted, and the irrigation system for that area has been preliminarily observed and approved by the Owner's Representative.
- D. Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices.
  - 1. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

#### **1.4 Planting Around Utilities**

- A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.
- B. Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until parties concerned mutually agree upon removal.
- C. Notification of *Local Utility Locator Service (Sunshine State One Call of Florida, 811)*, is required for all planting areas: The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the *Local Utility Locator Service*.

### **PRODUCTS**

#### **PLANTS: GENERAL**

Standards and measurement: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.

- A. All plants including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 "American Standard for Nursery Stock" latest edition, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
- B. Plants larger than specified may be used if acceptable to the Owner's Representative. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be acceptable if the resulting root ball cannot be fit into the required planting space.
- C. If a range of size is given, no plant shall be less than the minimum size and not less than 50 percent of the plants shall be as large as the maximum size specified. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.
- D. Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by genus, species, variety and cultivar.
- E. Compliance: All trees shall comply with federal and state laws and regulations requiring

observation for plant disease, pests, and weeds. Observation certificates required by law shall accompany each shipment of plants.

- F. Plant Quality: **General:** Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant.
- a. **Plant quality above the soil line:** Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with Florida Grades and Standards, tree grade Florida Fancy or Florida #1 and the following:

**Crown:** The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader. Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.

**Leaves:** The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.

**Branches:** Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches. Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species. Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union. The attachment of the largest branches (scaffold branches) shall be free of included bark.

**Trunk:** The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).

- Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
- All trees are assumed to have one central leader trees unless a different form is specified in the plant list or drawings.

- All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
- Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.

1. **Plant quality at or below the soil line:** Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the following:

The roots shall be reasonably free of scrapes, broken or split wood.

The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high quality root system are not considered injuries.

A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.

Plants with structural roots on only one side of the trunk (J roots) shall be rejected.

The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.

The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.

Plant Grower Certification: The final plant grower shall be responsible to have determined that the plants have been root pruned at each step in the plant production process to remove stem girdling roots and kinked roots, or that the previous production system used practices that produce a root system throughout the root ball that meets these specifications. Regardless of the work of previous growers, the plant's root system shall be modified at the final production stage, if needed, to produce the required plant root quality. The final grower shall certify in writing that all plants are reasonably free

of stem girdling and kinked roots as defined in this specification, and that the tree has been grown and harvested to produce a plant that meets these specifications.

- At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.
- G. Submittals: Submit for approval the required plant quality certifications from the grower where plants are to be purchased, for each plant type. The certification must state that each plant meets all the above plant quality requirements.
1. The grower's certification of plant quality does not prohibit the Owner's Representative from observing any plant or rejecting the plant if it is found to not meet the specification requirements.
- H. Balled and Burlapped Plants
1. All Balled and Burlapped Plants shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package.
  2. Plants shall be harvested with the following modifications to standard nursery practices.
  3. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully removed the soil from the top of the root ball of each plant, using hand tools, water or an air spade, to locate the root collar and attain the soil depth over the structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
  4. Trees shall be dug for a minimum of 4 weeks and a maximum of 52 weeks prior to shipping. Trees dug 4 to 52 weeks prior to shipping are defined as hardened-off. Digging is defined as cutting all roots and lifting the tree out of the ground and either moving it to a new location in the nursery or placing it back into the same hole. Trees that are stored out of the ground shall be placed in a holding area protected from extremes of wind and sun with the root ball protected by covering with mulch or straw and irrigated sufficiently to keep moisture in the root ball above wilt point and below saturation.
  5. If wire baskets are used to support the root ball, a "low profile" basket shall be used. A low profile basket is defined as having the top of the highest loops on the basket no less than 4 inches and no greater than 8 inches below the shoulder of the root ball package.
    - At nurseries where sandy soils prevent the use of "low profile baskets", baskets that support the entire root ball, including the top, are allowable. In this instance the top 1/3 of the wire basket shall be cut and completely removed from the planting pit after the tree is stabilized in the planting pit.
  6. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree then the root ball shall be re-wrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.
  7. Oak tree species when harvested at a size greater than 4 inches in caliper shall be root-pruned a minimum of 4 months before digging in the nursery. All root pruning and hardening off procedures shall be accomplished utilizing accepted horticultural practices.

I. Container Plants

1. Container plants may be permitted only when indicated on the drawing, in this specification, or approved by the Owner's Representative.
2. Provide plants shall be established and well rooted in removable containers.
3. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.

J. Palms

1. Except as modified below or where the requirements are not appropriate to the specification of palms, palms shall meet all the requirements of the plant quality section above.
2. Defronding, tying, and hedging:
  - In preparing palm trees for relocation, all dead fronds shall be removed.
  - All remaining fronds above horizontal shall be lifted up and tied together around the crown in an upright position. Up to 2/3 of the oldest live fronds can be removed; all fronds can be removed on Sabal palms. Do not tie too tightly, bind or injure the bud. Jute binder twine shall be used in tying up the fronds; wire will not be permitted. Fronds shall be untied immediately after planting.
3. Digging the root ball:
  - When digging out the root ball, no excavation shall be done closer than 36 Inches to the trunk at ground level and the excavation shall extend below the major root system to a minimum depth of 3.5 feet. The bottom of the root ball shall be cut off square and perpendicular to the trunk below the major root system.
4. The Contractor shall not free-fall, drag, roll or abuse the tree or put a strain on the crown (bud area) at any time. A protective device shall be used around the trunk of the tree while lifting and relocating so as not to injure the bud, or scar or skin the trunk in any way.

K. Planting Soil: Planting Soil as used in this specification means the soil at the planting site, or the soil at the planting site within the planting hole. It should be noted that the curbing project preceding this landscaping project provides the appropriate planting soil within the medians, however it is the contractors responsibility to ensure that all planting pits receive the appropriate soil amendments to meet the planting requirements below.

1. Planting Soil shall consist of a course Loamy sand, friable, and containing no more than 4% organics. Sand shall be well drained native sand.
2. When unsuitable Planting Soils are found, the contractor shall amend the Planting Soil at the planting pit prior to installation.
3. Soil testing for Imported and Existing Topsoil, existing site soil to be modified as Planting Soil and Planting Soil Mixes.
4. Existing site planting soil testing: Submit soil test analysis report for up to 5 locations equally distributed throughout the project site as directed by the Owner from an approved soil-testing laboratory and where indicated in Part 2 of the specification as follows:
  - Submit existing Planting Soil for testing at least 8 weeks before scheduled installation of Planting.
  - If tests fail to meet the specifications, the contractor shall submit recommended soil amendment necessary to provide a suitable Planting Soil for Owners review and acceptance. Any necessary Planting Soil amendments shall be implemented by the contractor at no cost to the Owner.

- All soil testing will be at the expense of the Contractor.
5. Provide a particle size analysis (% dry weight) and USDA soil texture analysis. Soil testing of Planting Soil Mixes shall also include USDA gradation (percentage) of gravel, coarse sand, medium sand, and fine sand in addition to silt and clay.
  6. Provide the following other soil properties:
    - pH and buffer pH.
    - Percent organic content by oven dried weight.
    - Nutrient levels by parts per million including: phosphorus, potassium, magnesium, manganese, iron, zinc and calcium. Nutrient test shall include the testing laboratory recommendations for supplemental additions to the soil for optimum growth of the plantings specified.
    - Soluble salt by electrical conductivity of a 1:2 soil water sample measured in Milliohm per cm.
    - Cation Exchange Capacity (CEC).
- L. Mulch
1. Mulch as specified on the plans shall be "Walk on" grade, coarse, ground, from tree and woody brush sources. The size range shall be a minimum (less than 25% or less of volume) fine particles 3/8 inch or less in size, and a maximum size of individual pieces (largest 20% or less of volume) shall be approximately 1 to 1-1/2 inch in diameter and maximum length approximately 4 to 6 inches. Pieces larger than 6 inches long that are visible on the surface of the mulch after installation shall be removed.
  2. It is understood that mulch quality will vary significantly from supplier to supplier and region to region. The above requirements may be modified to conform to the source material from locally reliable suppliers as approved by the Owner's Representative.
  3. Submit supplier's product specification data sheet and a one cubic foot sample for approval.
- M. Tree Staking and Guying Material
1. Tree guying to be flat woven polypropylene material, 3/4-inch-wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.
  2. Stakes shall be lodge pole stakes free of knots and of diameters and lengths appropriate to the size of plant as required to adequately support the plant.
  3. Below ground anchorage systems to be submitted for review and subject to Owners approval.
- N. Watering Bags
1. Plastic tree watering bags holding a minimum of 15 gallons of water and with a slow drip hole(s) water release system, specifically designed to water establishing trees. Water should release over a several day period, not within a few hours
  2. Watering bags shall only be considered as a temporary means of irrigation if irrigation system or zones are not functional at time of installation. Watering bag systems to be submitted for review and subject to Owners approval.
- O. CHEMICAL or biological ADDITIVES

**Refer to Planting Specification Notes on landscape plans for requirements.**



## **PART 2 – EXECUTION**

### **2.1 Site Examination**

- A. Examine the surface grades and soil conditions to confirm that the requirements of the Specification Section – Planting Soil - and the soil and drainage modifications indicated on the Planting Soil Plan and Details (if applicable) have been completed. Notify the Owner's Representative in writing of any unsatisfactory conditions. Refer to Planting Soil specifications for additional existing soil information.

### **2.2 Delivery, Storage And Handling**

- A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period.
  - 1. All plant materials must be available for observation prior to planting.
  - 2. Using a soil moisture meter, periodically check the soil moisture in the root balls of all plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.
- B. Do not deliver more plants to the site than there is space with adequate storage conditions. Provide a suitable remote staging area for plants and other supplies.
  - 1. The Owner's Representative or Contractor shall approve the duration, method and location of storage of plants.
- C. Provide protective covering over all plants during transporting.

### **2.3 Planting Season**

- A. Planting shall only be performed when weather and soil conditions are suitable for planting the materials specified in accordance with locally accepted practice. Install plants during the planting time as described below unless otherwise approved in writing by the Owner's Representative. In the event that the Contractor request planting outside the dates of the planting season, approval of the request does not change the requirements of the warranty.

### **2.4 Adverse Weather Conditions**

- A. No planting shall take place during extremely hot, dry, windy or freezing weather.

### **2.5 Coordination with Project Work**

- A. The Contractor shall coordinate with all other work that may impact the completion of the work.
- B. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.
- C. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered.



## 2.6 Layout and Planting Sequence

- A. Relative positions of all plants and trees are subject to approval of the Owner's Representative.
- B. Notify the Owner's Representative, one (1) week prior to layout. Layout all individual tree and shrub locations. Place plants above surface at planting location or place a labeled stake at planting location. Layout bed lines with paint for the Owner's Representative's approval. Secure the Owner's Representative's acceptance before digging and start of planting work.
- C. When applicable, plant trees before other plants are installed.
- D. It is understood that plants are not precise objects and that minor adjustments in the layout will be required as the planting plan is constructed. These adjustments may not be apparent until some or all of the plants are installed. Make adjustments as required by the Owner's Representative including relocating previously installed plants.

## 2.7 Soil Protection During Plant Delivery and Installation

- A. Protect soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants.
  - 1. Where possible deliver and plant trees that require the use of heavy mechanized equipment prior to final soil preparation and tilling. Where possible, restrict the driving lanes to one area instead of driving over and compacting a large area of soil.

## 2.8 Soil Moisture

- A. Volumetric soil moisture level, in both the planting soil and the root balls of all plants, prior to, during and after planting shall be above permanent wilting point and below field capacity for each type of soil texture within the following ranges.

Soil type	Permanent wilting point	Field capacity
Sand, Loamy sand, Sandy loam	5-8%	12-18%
Loam, Sandy clay, Sandy clay loam	14-25%	27-36%
Clay loam, Silt loam	11-22%	31-36%
Silty clay, Silty clay loam	22-27%	38-41%

- 1. Volumetric soil moisture shall be measured with a digital moisture meter. The meter shall be the Digital Soil Moisture Meter, DSMM500 by General Specialty Tools and Instruments, or approved equivalent.
- B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend planting operations until the soil moisture drains to below field capacity.

## 2.9 Installation of Plants: General

- A. Observe each plant after delivery and prior to installation for damage of other characteristics that may cause rejection of the plant. Notify the Owner's Representative of any condition observed.
- B. No more plants shall be distributed about the planting bed area than can be planted and

watered on the same day.

- C. The root system of each plant, regardless of root ball package type, shall be observed by the Contractor, at the time of planting to confirm that the roots meet the requirements for plant root quality in Products: Plants General: Plant Quality. The Contractor shall undertake at the time of planting, all modifications to the root system required by the Owner's Representative to meet these quality standards.
  1. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may make the plant unstable or stress the plant to the point that the Owner's Representative may choose to reject the plant rather than permitting the modification.
  2. Any modifications required by the Owner's Representative to make the root system conform to the plant quality standards outlined in Products: Plants General: Quality, or other requirements related to the permitted root ball package, shall not be considered as grounds to modify or void the plant warranty.
  3. The resulting root ball may need additional staking and water after planting. The Owner's Representative may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty
  4. The Contractor remains responsible to confirm that the grower has made all required root modifications noted during any nursery observations.
- D. Container and Boxed Root Ball Shaving: The outer surfaces of ALL plants in containers and boxes, including the top, sides and bottom of the root ball shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using saws, knives, sharp shovels or other suitable equipment that is capable of making clean cuts on the roots. Shaving shall remove a minimum of one inch of root mat or up to 2 inches as required to remove all root segments that are not growing reasonably radial to the trunk.
- E. Exposed Stem Tissue after Modification: The required root ball modifications may result in stem tissue that has not formed trunk bark being exposed above the soil line. If such condition occurs, wrap the exposed portion of the stem in a protective wrapping with a white filter fabric. Secure the fabric with biodegradable masking tape. DO NOT USE string, twine, green nursery ties or any other material that may girdle the trunk if not removed.
- F. Excavation of the Planting Space: Using hand tools or tracked mini-excavator, excavate the planting hole into the Planting Soil to the depth of the root ball measured after any root ball modification to correct root problems, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.
  1. For trees and shrubs planted in soil areas that are NOT tilled or otherwise modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened as defined below or as indicated on the drawings.
    - The area of loosening shall be a minimum of 3 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.

- Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.
2. If an auger is used to dig the initial planting hole, the soil around the auger hole shall be loosened as defined above for trees and shrubs planted in soil areas that are NOT tilled or otherwise modified.
  3. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.
  4. If motorized equipment is used to deliver plants to the planting area over exposed planting beds, or used to loosen the soil or dig the planting holes, all soil that has been driven over shall be tilled to a depth of 6 inches.
- G. For trees to be planted in prepared Planting Soil that is deeper than the root ball depth, compact the soil under the root ball using a mechanical tamper to assure a firm bedding for the root ball. If there is more than 12 inches of planting soil under the root ball excavate and tamp the planting soil in lifts not to exceed 12 inches.
  - H. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.
  - I. The Owner's Representative may request that plants orientation be rotated when planted based on the form of the plant.
  - J. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the planting space. See Specification Section Planting Soil, for requirements to modify the soil within the planting bed.
  - K. Brace root ball by tamping Planting Soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact the backfill or use mechanical or pneumatic tamping equipment. Over compaction shall be defined as greater than 85% of maximum dry density, standard proctor or greater than 250 psi as measured by a cone penetrometer when the volumetric soil moisture is lower than field capacity.
    1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.
  - L. Where indicated on the drawings, build a 4-inch-high, level berm of Planting Soil around the outside of the root ball to retain water. Tamp the berm to reduce leaking and erosion of the saucer.
  - M. Thoroughly water the Planting Soil and root ball immediately after planting.
  - N. Remove all nursery plant identification tags and ribbons as per Owner's Representative instructions. The Owner's Representative's seals are to remain on plants until the end of the warranty period.

- O. Remove corrugated cardboard trunk protection after planting.
- P. Follow additional requirements for the permitted root ball packages.

**2.10 Permitted Root Ball Packages and Special Planting Requirements**

- A. The following are permitted root ball packages and special planting requirements that shall be followed during the planting process in addition to the above General planting requirements.
- B. Balled and Burlapped Plants
  - 1. After the root ball has been backfilled, remove all twine and burlap from the top of the root ball. Cut the burlap away; do not fold down onto the Planting Soil.
  - 2. If the plant is shipped with a wire basket that does not meet the requirements of a “Low Rise” basket, remove the top 6 - 8 inches of the basket wires just before the final backfilling of the tree.
  - 3. Earth root balls shall be kept intact except for any modifications required by the Owner’s Representative to make root package comply with the requirement in Part 2 Products.
- C. Container Plants
  - 1. This specification assumes that most container plants have significant stem girdling and circling roots, and that the root collar is too low in the root ball.
  - 2. Remove the container.
  - 3. Perform root ball shaving as defined in Installation of Plants: General above.
  - 4. Remove all roots and substrate above the root collar and the main structural roots according to root correction details so root system conforms to root observations detail.
  - 5. Remove all substrate at the bottom of the root ball that does not contain roots.
  - 6. Using a hose, power washer or air excavation device, wash out the substrate from around the trunk and top of the remaining root ball and find and remove all stem girdling roots within the root ball above the top of the structural roots.

**2.11 Ground Cover, Perennial and Annual Plants**

- A. Assure that soil moisture is within the required levels prior to planting. Irrigation, if required, shall be applied at least 12 hours prior to planting to avoid planting in muddy soils.
- B. Assure that soil grades in the beds are smooth and as shown on the plans.
- C. Plants shall be planted in even, triangularly spaced rows, at the intervals called out for on the drawings, unless otherwise noted. The first row of Annual flower plants shall be 6 inches from the bed edge unless otherwise directed.
- D. Dig planting holes sufficiently large enough to insert the root system without deforming the roots. Set the top of the root system at the grade of the soil.
- E. Schedule the planting to occur prior to application of the mulch. If the bed is already mulched, pull the mulch from around the hole and plant into the soil. Do not plant the root system in the mulch. Pull mulch back so it is not on the root ball surface.
- F. Press soil to bring the root system in contact with the soil.
- G. Spread any excess soil around in the spaces between plants.
- H. Apply mulch to the bed being sure not to cover the tops of the plants with or the tops of the root ball with mulch.

- I. Water each planting area as soon as the planting is completed. Apply additional water to keep the soil moisture at the required levels. Do not over water.

**2.12 Palm Planting**

- A. Palm trees shall be placed at grade making sure not to plant the tree any deeper in the ground than the palm trees originally stood.
- B. The trees shall be placed with their vertical axis in a plumb position.
- C. All backfill shall be native soil except in cases where planting in rock. Water-settle the back fill.
- D. Do not cover root ball with mulch or topsoil.
- E. Provide a watering berm at each palm. Berms shall extend a minimum of 18 inches out from the trunk all around and shall be a minimum of (6) inches high.
- F. Remove twine which ties fronds together after placing palm in planting hole and securing it in the upright position.

**2.13 Staking and Guying**

- A. The Owner's Representative shall have the authority to waive tree staking or approve an alternative tree stabilization system as submitted by the contractor.
- B. Trees that required heavily modified root balls to meet the root quality standards may become unstable. The Owner's Representative may choose to reject these trees rather than utilize staking to temporarily support the tree.
- C. Trees that are guyed shall have their guys and stakes removed after one full growing season or at other times as required by the Owner's Representative.
- D. Tree guying shall utilize the tree staking and guying materials specified. Guying to be tied in such a manner as to create a minimum 12-inch loop to prevent girdling. Refer to manufacturer's recommendations and the planting detail for installation.
  - 1. Plants shall stand plumb after staking or guying.
  - 2. Stakes shall be driven to sufficient depth to hold the tree rigid.

**2.14 Straightening Plants**

- A. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.
- B. Do not straighten plants by pulling the trunk with guys.

**2.15 Installation of Fertilizer and Other Chemical Additives**

- A. Do not apply any soluble fertilizer to plantings during the first year after transplanting unless soil test determines that fertilizer or other chemical additives is required. Apply chemical additives only upon the approval of the Owner's Representative.
- B. Controlled release fertilizers shall be applied according to the manufacturer's instructions and standard horticultural practices. Refer to Planting Specification Notes on the plans for additional specifications.

**2.16 Pruning of Trees and Shrubs**

- A. Prune plants as directed by the Owner's Representative. Pruning trees shall be limited to addressing structural defects as shown in details; follow recommendations in "Structural Pruning: A Guide for The Green Industry" published by Urban Tree Foundation, Visalia CA.
- B. All pruning shall be performed by a person experienced in structural tree pruning.
- C. Except for plants specified as multi-stemmed or as otherwise instructed by the Owner's Representative, preserve or create a central leader.
- D. Pruning of large trees shall be done using pole pruners or if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Do not climb in newly planted trees. Small trees can be structurally pruned by laying them over before planting. Pruning may also be performed at the nursery prior to shipping.
- E. Remove and replace excessively pruned or malformed stock resulting from improper pruning that occurred in the nursery or after.
- F. Pruning shall be done with clean, sharp tools.
- G. No tree paint or sealants shall be used.

**2.17 Mulching of Plants**

- A. Apply 3 inches of mulch before settlement, covering the entire planting bed area. Install no more than 1 inch of mulch over the top of the root balls of all plants. Taper to 2 inches when abutting pavement.
- B. For trees planted in lawn areas the mulch shall extend to a 5-foot radius around the tree or to the extent indicated on the plans.
- C. Lift all leaves, low hanging stems and other green portions of small plants out of the mulch if covered.

**2.18 Planting Bed Finishing**

- A. After planting, smooth out all grades between plants before mulching.

**2.19 Watering**

- A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Substantial Completion Acceptance. The Contractor shall adjust the automatic irrigation system, if available, and apply additional or adjust for less water using hoses as required.
- B. Hand water root balls of all plants to assure that the root balls have moisture above wilt point and below field capacity. Test the moisture content in each root ball and the soil outside the root ball to determine the water content.
- C. The Contractor shall install watering bag, if approved by Owner for each tree to be maintained for temporary tree watering during the establishment period only if the irrigation system is not functional at time of planting.

## **2.20 Clean-Up**

- A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.
  - 1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
- B. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site. The Owner's Representative's seals are to remain on the trees and removed at the end of the warranty period.
- C. Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site.
- D. Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

## **2.21 Protection During Construction**

- A. The Contractor shall protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers. Maintain protection during installation until Substantial Completion Acceptance. Treat, repair or replace damaged work immediately.
- B. Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including roots, trunk or branches of large existing trees, soil, paving, utilities, lighting, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the Owner. The Owner's Representative shall determine when such cleaning, replacement or repair is satisfactory.

## **2.22 Plant Maintenance Prior to Substantial Completion Acceptance**

- A. During the project work period and prior to Substantial Completion Acceptance, the Contractor shall maintain all plants.
- B. Maintenance during the period prior to Substantial Completion Acceptance shall consist of pruning, watering, cultivating, weeding, mulching, removal of dead material, repairing and replacing of tree stakes, tightening and repairing of guys, repairing and replacing of damaged tree wrap material, resetting plants to proper grades and upright position, and furnishing and applying such sprays as are necessary to keep plantings reasonably free of damaging insects and disease, and in healthy condition. The threshold for applying insecticides and herbicide shall follow established Integrated Pest Management (IPM) procedures. Mulch areas shall be kept reasonably free of weeds, grass.

## **2.23 Substantial Completion Acceptance**

- A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.
  - 1. Notification shall be at least 7 days prior to the date the contractor is requesting the

review.

- B. The date of substantial completion of the planting shall be the date when the Owner's Representative accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.
- C. The Plant Warranty period begins at date of written notification of substantial completion from the Owner's Representative. The date of substantial completion may be different than the date of substantial completion for the other sections of the project.

**2.24 Maintenance During the Warranty Period by The Plant Installer**

- A. After Substantial Completion Acceptance, the Contractor shall make sufficient site visits to observe the Owner's maintenance and become aware of problems with the maintenance in time to request changes, until the date of End of Warranty Final Acceptance.
  - 1. Notify the Owner's Representative in writing if maintenance, including watering, is not sufficient to maintain plants in a healthy condition. Such notification must be made in a timely period so that the Owner's Representative may take corrective action.
    - Notification must define the maintenance needs and describe any corrective action required.
  - 2. In the event that the Contractor fails to visit the site and or notify, in writing, the Owner's Representative of maintenance needs, lack of maintenance shall not be used as grounds for voiding or modifying the provisions of the warranty.

**2.25 Maintenance During the Warranty Period by Others**

- A. During the warranty period, provide all maintenance for all plantings to keep the plants in a healthy state and the planting areas clean and neat.
- B. General requirements:
  - 1. All work shall be undertaken by trained planting crews under the supervision of a foreman with a minimum of 5 years' experience supervising commercial plant maintenance crews.
  - 2. All chemical and fertilizer applications shall be made by licensed applicators for the type of chemicals to be used. All work and chemical use shall comply with all applicable local, provincial and federal requirements.
  - 3. Assure that hoses and watering equipment and other maintenance equipment does not block paths or be placed in a manner that may create tripping hazards. Use standard safety warning barriers and other procedures to maintain the site in a safe manner for visitors at all times.
  - 4. All workers shall wear required safety equipment and apparel appropriate for the tasks being undertaken.
  - 5. The Contractor shall not store maintenance equipment at the site at times when they are not in use unless authorized in writing by the Owner's Representative.
  - 6. Maintenance vehicles shall not park on the site including walks and lawn areas at any time without the Owner's Representative's written permission.
  - 7. Maintain a detailed log of all maintenance activities including types of tasks, date of task, types and quantities of materials and products used, watering times and amounts, and number of each crew. Periodically review the logs with the Owner's Representative, and submit a copy of the logs at the end of each year of the maintenance agreement.
  - 8. Meet with the Owner's Representative at the end of the warranty period attend a hand



over meeting to formally transfer the responsibilities of maintenance to the Owner's Representative. Provide all information on past maintenance activities and provide a list of critical tasks that will be needed over the next 12 months. Provide all maintenance logs and soil test data. Make the Contractor's supervisor available for a minimum of one year after the end of the warranty period to answer questions about past maintenance.

C. Provide the following maintenance tasks:

1. Watering; Provide all water required to keep soil within and around the root balls at optimum moisture content for plant growth.
  - Maintain all watering systems and equipment and keep them operational.
  - Monitor soil moisture to provide sufficient water. Check soil moisture and root ball moisture with a soil moisture meter on a regular basis and record moisture readings. Do not over water.
2. Soil nutrient levels: Take a minimum of 4 soil samples from around the site in the spring and fall and have them tested by an accredited agricultural soil testing lab for chemical composition of plant required nutrients, pH, salt and % organic matter. Test results shall include laboratory recommendations for nutrient applications. Apply fertilizers at rates recommended by the soil test.
  - Make any other soil test and/or plant tissue test that may be indicated by plant conditions that may not be related to soil nutrient levels such as soil contaminated by other chemicals or lack of chemical uptake by the plant.
3. Plant pruning: Remove cross over branching, shorten or remove developing co dominant leaders, dead wood and winter-damaged branches. Unless directed by the Owner's Representative, do not shear plants or make heading cuts.
4. Restore plants: Reset any plants that have settled or are leaning as soon as the condition is noticed.
5. Guying and staking: Maintain plant guys in a taught position. Remove tree guys and staking after the first full growing season unless directed by Owner's Representative.
6. Weed control: Keep all beds free of weeds. Hand-remove all weeds and any plants that do not appear on the planting plan. Chemical weed control is permitted only with the approval of the Owner's Representative.
7. Trash removal: Remove all trash and debris from all planting beds and maintain the beds in a neat and tidy appearance.
8. Plant pest control: Maintain disease, insects and other pests at manageable levels. Manageable levels shall be defined as damage to plants that may be noticeable to a professional but not to the average person. Use least invasive methods to control plant disease and insect outbreaks.

**The Owner's Representative must approve in advance the use of all chemical pesticide applications.**

9. Plant replacement: Replace all plants that are defective as defined in the warranty provisions, as soon as the plant decline is obvious and in suitable weather and season for planting as outlined in above sections. Plants that become defective during the maintenance period shall be covered and replaced under the warranty provisions.
10. Mulch: Refresh mulch once a year to maintain complete coverage but do not over mulch. At no time shall the overall mulch thickness be greater than 3 inches. Do not apply mulch within 6 inches of the trunks or stems of any plants. Replacement mulch shall meet the

requirements of the original approved material. Mulch shall be no more than one inch on top of the root ball surface.

11. Bed edging: Check and maintain edges between mulch and median edge of pavement in smooth neat lines as originally shown on the drawings.
12. Leaf, fruit and other plant debris removal: Remove fall leaf, spent flowers, fruit and plant part accumulations from beds and paved surfaces. Maintain all surface water drains free of debris. Debris removal shall be undertaken at each visit to weed or pick up trash in beds.
13. Damage from site use: Repair of damage by site visitors and events, beyond normal wear, are not part of this maintenance. The Owner's Representative may request that the Contractor repair damage beds or plantings for an additional cost. All additional work shall be approved in advance by the Owner's Representative.

#### **2.26 End of Warranty Final Acceptance / Maintenance Observation**

- A. At the end of the Warranty and Maintenance period the Owner's Representative shall observe the work and establish that all provisions of the contract are complete and the work is satisfactory.
  1. If the work is satisfactory, the maintenance period will end on the date of the final observation.
  2. If the work is deemed unsatisfactory, the maintenance period will continue at no additional expense to the Owner until the work has been completed, observed, and approved by the Owner's Representative.
  3. Turnover "Landscape Maintenance Manual" to the Owner's Representative who will assume responsibility for the operations and maintenance of the landscaping. The Landscape Maintenance Manual shall specify all necessary plant maintenance to be performed and schedule for performance for one year to provide continuous plant health and growing vigor
- B. FAILURE TO PASS OBSERVATION: If the work fails to pass final observation, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations may be charged to the Contractor, as determined by the Owner, at the prevailing hourly rate of the Owners Representative.

### **TS-07 IRRIGATION**

#### **GENERAL**

##### **1. 1 SUMMARY**

- A. Irrigation system required for this work includes but is not limited to the furnishing of all labor, tools, materials, appliances, tests, permits, taxes, etc., necessary for the installation of a landscape irrigation system, contractor shall also familiarize themselves with system components that will be provided by others, as specified and shown on the drawings.
  1. Locate, purchase, deliver and install piping, conduit, sleeves, 120 volt and low voltage electrical and water connections, valves, backflow preventer devices, controllers, rain sensors, spray and bubbler heads and associated accessories for a fully operational automatic irrigation system as indicated on the plans.
  2. Trenching and water settling of backfill material.
  3. Testing and startup of the irrigation system.
  4. Prepare an as built record set of drawings.
  5. Training of the Owner's maintenance personnel in the operational requirements of the Irrigation system.

6. Clean up and disposal of all excess and surplus material.
    7. Maintenance of the irrigation system during the proscribed maintenance period.
  - B. The system shall efficiently and evenly irrigate all areas and be complete in every respect and shall be left ready for operation to the satisfaction of the Owner's Representative.
  - C. Coordinate with other trades, as needed to complete work, including but not limited to Water Meter, Point of Connection (POC) and Backflow Preventer Device (BFPD) location and electrical hookups.
- 1.2 CONTRACT DOCUMENTS
  - A. Shall consist of specifications and its general conditions and the drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any part shall be as binding as if called for in all parts.
- 1.3 RELATED DOCUMENTS AND REFERENCES
  - A. Irrigation system required for this work includes but is not limited to the furnishing of all labor, tools, materials, appliances, tests, permits, taxes, etc., necessary for the installation of a landscape irrigation system, contractor shall also familiarize themselves with system components that will be provided by others, as specified and shown on the drawings. Related Documents:
    1. Drawings and general provisions of contract, including general and supplementary conditions and Division I specifications, apply to work of this section.
    2. Related Specification Sections
      - Section - Planting
      - Sections - Mechanical/Plumbing
      - Sections - Electrical
  - B. References:
    1. American Society of Testing Materials (ASTM): cited section numbers.
    2. National Sanitation Foundation (NSF): rating system.
    3. Irrigation Association: Turf & Landscape Irrigation Best Management Practices
- 1.4 VERIFICATION
  - A. Irrigation piping and related equipment are drawn diagrammatically. Scaled dimensions are approximate only. Before proceeding with work, carefully check and verify dimensions and immediately notify the Owner's Representative of discrepancies between the drawings or specifications and the actual conditions. Although sizes and locations of plants and or irrigation equipment are drawn to scale wherever possible, it is not within the scope of the drawings to show all necessary offsets, obstructions, or site conditions. The Contractor shall be responsible to install the work in such a manner that it will be in conformance to site conditions, complete, and in good working order.
  - B. Piping and equipment is to be located within the designated planting areas wherever possible unless specifically defined or dimensioned otherwise.
- 1.5 CORRECTION OF WORK
  - A. The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice

from the Owner's Representative, at the soonest as possible time that can be coordinated with other work, and seasonal weather demands, but not more than 90 (ninety) days after notification.

#### 1.6 DEFINITIONS

- A. Owner's Representative: The person appointed by the Owner to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative may appoint other persons to review and approve any aspects of the work.
- B. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the Owner's Representative accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.
- C. Final Acceptance: The date when the Owner's Representative accepts that the plants and work in this section meet all the requirements of specification. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrently.

#### 1.7 SUBMITTALS

- A. See the contract General Conditions for policy and procedures related to submittals.
- B. Product data
  - 1. Submit a minimum of (3) complete lists of all irrigation equipment to be used, manufacturer's brochures, maintenance manuals, warranties and operating instructions, within 15 days after the notice to proceed.
    - This submission may be done digitally and all documents shall be submitted in one PDF document.
  - 2. The submittals shall be packaged and presented in an organized manner, in the quantity described in Division 1 of the specifications. Provide a table of contents of all submitted items.
  - 3. Clearly identify on each submitted sheet by underlining or highlighting (on each copy) the specific product being submitted for approval. Failure to clearly identify the specific product being submitted will result in a rejection for the entire submittal. No substitutions of material or procedures shall be made concerning these documents without the written consent of an accepted equivalent by the Owner's Representative.
  - 4. Equipment or materials installed or furnished without prior approval of the Owner's Representative, may be rejected by the Owner's Representative and the Contractor shall be required to remove such materials from the site at their own expense.
  - 5. Approval of substitution of material and/or products, other than those specified shall not relieve the Contractor from complying with the requirements of the contract documents and specifications. The Contractor shall be responsible, at their own expense, for all changes that may result from the approved substitutions, which affect the installation or operations other items of their own work and/or the work of other Contractors.
- C. Samples: Samples of the equipment may be required at the request of the Owner's Representative if the equipment is other than that specified.
- D. Other Submittals: Submit for approval as necessary:
  - 1. Documentation of the installer's qualifications.
  - 2. As built record set of drawings.

3. Testing data from all required pressure testing.
4. Backflow prevention device certification: Certification from the manufacturer or their representative that the back flow prevention device has been installed correctly according to the manufactures requirements.
5. Booster pump certification: Certification from the manufacturer or their representative that the booster pump has been installed correctly according to the manufacturer's requirements.
6. Irrigation controller certification: Certification from the manufacturer or an authorized distributor that the Controller has been installed correctly according to the manufactures requirements.

1.8 OBSERVATION OF THE WORK

- A. The Owner's Representative may inspect the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- B. The Owner's Representative shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Owner's Representative shall be afforded sufficient time to schedule visit to the site. Failure of the Owner's Representative to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.
  1. Trenching, directional boring, and sleeving review.
  2. Hydrostatic pressure testing.
  3. Adjustment and coverage test.
  4. Pre-maintenance observation.
  5. Final acceptance / system malfunction corrections.

1.9 QUALITY ASSURANCE

- A. It is the intention of this specification to accomplish the work of installing an automatic irrigation system, which will operate in an efficient and satisfactory manner. The irrigation system shall be installed and made operational according to the workmanlike standards established for landscape installation and sprinkler irrigation operation as set forth by the most recent Best Management Practices (BMP) of the Irrigation Association.
- B. The specification can only indicate the intent of the work to be performed rather than a detailed description of the performance of the work. It shall be the responsibility of the Contractor to install said materials and equipment in such a manner that they shall operate efficiently and evenly and support optimum plant growth and health.
- C. The Owner's Representative shall be the sole judge of the true intent of the drawings and specifications and of the quality of all materials furnished in performance of the contract.
- D. The Contractor shall keep one copy of all drawings and specifications on the work site, in good order. The Contractor shall make these documents available to the Owner's Representative when requested.
- E. In the event of any discrepancies between the drawings and the specification, the final decision as to which shall be followed, shall be made by the Owner's Representative.
- F. In the event the installation is contradictory to the direction of the Owner's Representative,

the installation shall be rectified by the Contractor at no additional cost to the Owner. The Contractor shall immediately bring any such discrepancies to the attention of the Owner's Representative.

- G. It shall be distinctly understood that no oral statement of any person shall be allowed in any manner to modify any of the contract provisions. Changes shall be made only on written authorization of the Owner's Representative.

**1. 10 IRRIGATION SYSTEM WARRANTY:**

- A. The Contractor shall Warrantee all workmanship and materials for a period of 1 year following the Final Completion of the work.
  - 1. Any parts of the irrigation work that fails or is defective shall be replaced or reconstructed at no expense to the Owner including but not limited to: restoring grades that have settled in trenches and excavations related to the work. Reconstruction shall include any plantings, soil, mulch or other parts of the constructed landscape that may be damaged during the repair or those results from soil settlement.
- B. The date of Final Completion of the work and start of the Guarantee period shall be determined by the Owner's Representative, upon the finding that the entire irrigation system is installed as designed and specified, and found to be operating correctly, supplying water evenly to all planting and/or lawn areas.
- C. The system controller shall be warranted by the equipment manufacturer against equipment malfunction and defects as stated in the controller specifications set forth by the manufacturer, following the acceptance of the work.
- D. Neither the final acceptance nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall remedy any defects within a period of 7 days (s) from the date of notification of a defect.

**1. 11 SITE CONDITIONS**

- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Owner's Representative, in writing, of any circumstances that would negatively impact the installation of the work. Do not proceed with work until unsatisfactory conditions have been corrected.

**1. 12 DELIVERY, STORAGE, AND HANDLING**

- A. All materials and equipment shall be stored properly and protected as required by the Contractor. The Contractor shall be entirely responsible for damages or loss by weather or other cause to work under the contract. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the work.
- B. Deliver the products to the job site in their original unopened container with labels intact and legible at time of use.
- C. Store in accordance with the manufacturers' recommendations.

**1. 13 PROTECTION**

- A. The Contractor shall continuously maintain adequate protection of all their work from damage, destruction, or loss, and shall protect the owner's property from damage arising in connection with this contract. Contractor shall make good any such damage, destruction, loss or injury. Contractor shall adequately protect adjacent property as provided by law and the

contract documents.

- B. The Contractor shall maintain sufficient safeguards, such as railings, temporary walks, lights, etc., against the occurrence of accidents, injuries or damage to any person or property resulting from their work, and shall alone be responsible for the same if such occurs.
- C. All existing paving, structures, equipment or plant material shall be protected at all times, including the irrigation system related to plants, from damage by workers and equipment. The Contractor shall follow all protection requirements including plant protection provision of the general contract documents. All damages shall be repaired or replaced at the Contractor's expense. Repairs and or replacement shall be to the satisfaction of the Owner's Representative, including the selection of a Contractor to undertake the repair or maintenance. Repairs shall be at no cost to the owner.
  - 1. For trees damaged to the point where they will not be expected to survive or which are severely disfigured and that are too large to replace, the cost of damages shall be as determined by the Owner's arborist using accepted tree value evaluation methods.
- D. The Contractor shall refrain from trenching within the drip line of any existing tree to remain. The Owner's Representative may require the Contractor to relocate proposed irrigation work, bore lines beneath roots or use air spade technology to dig trenches through and under the root system to avoid damage to existing tree root areas.

#### 1. 14 EXCAVATING AROUND UTILITIES

- A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.
  - 1. Do not begin any excavation until all underground utilities have been located and marked.  
  
Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required. Maintain stakes and or markings set by others until parties concerned mutually agree to their removal.
- B. Notification of Local Utility Locator Service is required for all excavation around utilities. The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the Local Utility Locator Service.

#### 1. 15 POINT OF CONNECTION

- A. The point of connection of the irrigation system to its electrical power sources shall be provided by the Contractor per governing codes at the location shown on the drawings. The work consists of furnishing and the installation of overhead power service assemblies for underground power services where indicated in the plans. The installation of the electrical service shall conform to the requirements of Section 639 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, the Florida Department of Transportation Design standards. No direct payment will be made for this item. 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.
- B. The point of connection of the irrigation system to its non-potable water source, including the main shutoff valve and backflow preventer shall be provided by the City of North Port at the location shown on the drawings. Irrigation contractor shall make all connections to the existing reclaimed water line. The minimum size and water pressure of the pressurized line



will be as noted on the irrigation drawing.

**1. 16 TEMPORARY UTILITIES**

- A. All temporary piping, wiring, meters, panels and other related appurtenances required between source of supply and point of use shall be provided by the Contractor and coordinated with the Owner's Representative. Existing utilities may be used with the written permission of the owner.

**1. 17 CUTTING, PATCHING, TRENCHING AND DIGGING**

- A. The Contractor shall do all cutting, fitting, trenching or patching of their work that may be required to make its several parts come together as shown upon, or implied by, the drawings and specifications for the completed project.
- B. Digging and trenching operations shall be suspended when the soil moisture is above field capacity.

**1. 18 USE OF PREMISES**

- A. The Contractor shall confine their apparatus; the storage of materials, and the operations of their workers to limits indicated by the law, ordinances, or permits and shall not unreasonably encumber the premises with their materials.
- B. Contractor parking, and material and equipment storage shall in areas approved by the Owner's Representative.

**1. 19 AS BUILT RECORD SET OF DRAWINGS**

- A. Immediately upon the installation of any buried pipe or equipment, the Contractor shall indicate on the progress record drawings the locations of said pipe or equipment. The progress record drawings shall be made available at any time for review by the Owner's Representative.
- B. Before final acceptance of work, the Contractor shall provide an as built record set of drawings showing the irrigation system work as built. The drawings shall be transmitted to the Owner's Representative in paper format and as a pdf file of each document on compact disk or flash drive. The drawings shall include all information shown on the original contract document and revised to reflect all changes in the work. The drawings shall include the following additional information
  - 1. All valves shall be numbered by station and corresponding numbers shall be shown on the as built record set of drawings.
  - 2. All main line pipe or irrigation equipment including sleeves, valves, controllers, irrigation wire runs which deviate from the mainline location, backflow preventers, remote control valves, grounding rods, shut-off valves, rain sensors, wire splice locations, and quick coupling valves shall be located by two (2) measured dimensions, to the nearest one-half foot. Dimensions shall be given from permanent objects such as buildings, sidewalks, curbs, walls, structures and driveways. All changes in direction and depth of main line pipe shall be noted exactly as installed. Dimensions for pipes shall be shown at no greater than a 50 ft. maximum interval.
  - 3. As built record set of drawings shall be signed and dated by the Contractor attesting to and certifying the accuracy of the as built record set of drawings. As built record set of drawings shall have "As Built Record Set of Drawings", company name, address, phone number and the name of the person who created the drawing and the contact name (if different).



C. The Owner shall make the original contract drawing files available to the Contractor.

**1. 20 CONTROLLER CHARTS:**

A. Provide one controller chart for each automatic controller installed.

1. On the inside surface of the cover of each automatic controller, prepare and mount a color-coded chart showing the valves, main line, and systems serviced by that particular controller. All valves shall be numbered to match the operation schedule and the drawings. Only those areas controlled by that controller shall be shown. This chart shall be a plot plan, entire or partial, showing building, walks, roads and walls. The plan, reduced as necessary and legible in all details, shall be made to a size that will fit into the controller cover. This print shall be approved by the Owner's Representative and shall be protected in laminated in a plastic cover and be secured to the inside back of the controller cabinet door.
2. The controller chart shall be completed and approved prior to acceptance of the work.

**1. 21 TESTING**

A. Provide all required system testing with written reports as described in part 3.

**1. 22 OPERATION AND MAINTENANCE MANUALS AND GUARANTEES**

- A. Prepare and deliver to the Owner's Representative within ten calendar days prior to completion of construction, two 3-ring hard cover binders containing the following information:
1. Index sheet stating Contractor's address and telephone number, list of equipment with name and addresses of local manufacturers' representatives.
  2. Catalog and parts sheets on all material and equipment.
  3. Guarantee statement. The start of the guarantee period shall be the date the irrigation system is accepted by the Owner.
  4. Complete operating and maintenance instruction for all major equipment.
  5. Irrigation product manufacturers warranties.
- B. In addition to the above-mentioned maintenance manuals, provide the Owner's maintenance personnel with instructions for maintaining major equipment and show evidence in writing to the Owner's Representative at the conclusion of the project that this has been rendered.

**PART 2 – PRODUCTS**

**2.1 MATERIALS GENERAL**

- A. All materials shall be of standard, approved and first grade quality and shall be new and in perfect condition when installed and accepted.
- B. See the parts schedule on the drawings for specific components and manufacturers.
- C. Approval of any items or substitutions indicates only that the product(s) apparently meet the requirements of the drawings and specifications on the basis of the information or samples submitted. The Contractor shall be responsible for the performance of substituted items. If the substitution proves to be unsatisfactory or not compatible with other parts of the system, the Contractor shall replace said items with the originally specified items, including all necessary work and modifications to replace the items, at no cost to the owner.

**2.2 RECLAIMED WATER SYSTEM DESIGNATION**

- A. Where irrigation systems use reclaimed water, all products including valve boxes, lateral and

main line pipe, etc. where applicable and/or required by local code shall have the reclaimed water purple color designation.

### **2.3 PIPING MATERIAL**

- A. Individual types of pipe and fittings supplied are to be of compatible manufacturer unless otherwise approved. Pipe sizes shown are nominal inside diameter unless otherwise noted.
- B. Plastic pipe:
  - 1. All pipe shall be free of blisters, internal striations, cracks, or any other defects or imperfections. The pipe shall be continuously and permanently marked with the following information: manufacturer's name or trade mark, size, class and type of pipe pressure rating, quality control identifications, date of extrusion, and National Sanitation Foundation (NSF) rating.
  - 2. Pressure main line for piping upstream of remote control valves and quick coupling valves:
    - 1.) Pipe smaller than 2-inch diameter shall be plastic pipe for use with solvent weld or threaded fittings. Shall be manufactured rigid virgin polyvinyl chloride (PVC) 1220, Type 1, Grade 2 conforming to ASTM D 1785, designated as Schedule 40.
    - 2.) Pipe 2 - 3-inch diameter shall be manufactured rigid virgin polyvinyl chloride (PVC), Type 1, Grade 2 conforming to ASTM D 1785, designated as bell gasket Class 315.
    - 3.) Pipe larger than 3-inch diameter shall be manufactured rigid virgin polyvinyl chloride (PVC), Type 1, Grade 2 conforming to ASTM D 1785, designated as bell gasket Class 200 PVC.
  - 3. Non-pressure lateral line for piping downstream of remote control valves: plastic pipe for use with solvent weld or threaded fittings. Shall be manufactured rigid virgin polyvinyl chloride PVC 1220 (type 1, grade 2) conforming to ASTM d 1785, designated as Class 200, 3/4" minimum size.
- C. Galvanized pipe shall be used for above ground connections to, backflow prevention device assemblies, hose bibs, and booster pumps and as shown on the plans and details.
  - 1. Pipe shall be hot dip galvanized continuous welded, seamless, Schedule 40 conforming to applicable current ASTM standards.

### **2.4 FITTINGS AND CONNECTIONS:**

- A. Polyvinyl chloride pipe fittings and connections: Type II, Grade 1, Schedule 40, high impact molded fittings, manufactured from virgin compounds as specified for piping tapered socket or molded thread type, suitable for either solvent weld or screwed connections. Machine threaded fittings and plastic saddle and flange fittings are not acceptable. Furnish fittings permanently marked with following information: nominal pipe size, type and schedule of material, and National Sanitation Foundation (NSF) seal of approval. PVC fittings shall conform to ASTM D2464 and D2466.
- B. Brass pipe fittings, unions and connections: standard 125-pound class 85% red brass fittings and connections, IPS threaded.
- C. PVC Schedule 80 threaded risers and nipples: Type I, grade 1, Schedule 80, high impact molded, manufactured from virgin compounds as specified for piping and conforming to ASTM D-2464. Threaded ends shall be molded threads only. Machined threads are not acceptable.
- D. Galvanized pipe fittings shall be galvanized malleable iron ground joint Schedule 40

conforming to applicable current ASTM standards.

## **2.5 SOLVENT CEMENTS AND THREAD LUBRICANT**

- A. Solvent cements shall comply with ASTM D2564. Socket joints shall be made per recommended procedures for joining PVC plastic pipe and fittings with PVC solvent cement and primer by the pipe and fitting manufacturer and procedures outlined in the appendix of ASTM D2564.
- B. Thread lubricant shall be Teflon ribbon-type, or approved equal, suitable for threaded installations as per manufacturer's recommendations.
- C. Pipe Joint Compound (Pipe dope) shall be used on all galvanized threaded connections. Pipe Joint Compound is a white colored, non-separating thread sealant compound designed to seal threaded connections against leakage due to internal pressure. It shall contain PTFE (Polytetrafluoroethylene) to permit a tighter assembly with lower torque, secure permanent sealing of all threaded connections and allow for easy disassembly without stripping or damaging threads.

## **2.6 BACKFLOW PREVENTION DEVICES**

- A. The backflow prevention device shall be certified to NSF/ANSI 372 shall be ASSE Listed 1013, rated to 180-degree F, and supplied with full port ball valves.
- B. The main body and access covers shall be low lead bronze (ASTM B 584)
- C. The seat ring and all internal polymers shall be NSF Listed Noryl and the seat disc elastomers shall be silicone.
- D. Backflow Preventer shall be as indicated on the drawings.

## **2.7 PRESSURE REGULATOR**

- A. Pressure regulator shall have certified to NSF/ANSI 372, consisting of low lead bronze body bell housing, a separate access cap shall be threaded to the body and shall not require the use of ferrous screws.
- B. The main valve body shall be cast bronze (ASTM B 584).
- C. The access covers shall be bronze (ASTM B 584 or Brass ASTM B 16)
- D. The assembly shall be of the balanced piston design and shall reduce the pressure in both flow and no flow conditions.
- E. Pressure regulator shall be as indicated on the drawings.

## **2.7. Wye Strainer**

- A. Strainer shall conform to MIL -S-16293, and be ANSI 3<sup>rd</sup> party certified to comply with the states lead plumbing law 0.25% maximum weighted average lead content.
- B. The main body shall be low lead bronze (ASTM B 584)
- C. The access covers shall be yellow brass or cast bronze (ASTM B 16 or ASTM B 584)
- D. Strainer screen shall be 300 series stainless steel available in 20, 40, 60, 80, or 100 mesh.
- F. Wye strainer shall be as indicated on the plans.

**2.8 BACKFLOW PREVENTER CAGE**

- A. A heavy-duty steel mesh cage with rust proof finish. The caging shall be sized to allow space for the entire piping assembly associated with the Backflow Preventer unit, and all associated equipment.
- B. The cage shall include the manufacturers' standard tamper proof locking mechanism.
- C. Provide a concrete base as detailed on the drawings.
- D. Backflow Preventer Cage type, manufacturer and color shall be as indicated on the plans.

**2.9 BALL VALVES**

- A. Ball valves for 3/4 inch through 2-1/2 inch shall be of PVC, block, tru-union design with EDPDM seals and o-ring.
- B. Ball valves for 3 inch and larger shall be gate design and shall be iron body, brass or bronze mounted AWWA gate valves, and shall have a clear waterway equal to the full nominal diameter of the valve, and shall be rubber gasket, flanged or mechanical joint only, and shall be able to withstand a continuous working pressure of 150 PSI. Valve shall be equipped with a square-operating nut.
- C. All ball valves located in a valve manifold shall be the same size as the main line (1-1/2 inch size minimum). Provide pipe-reducing adapters down stream of valves, as required. All ball valves in line shall be the same size as the pipe.
- D. Ball valves shall be as indicated on the drawings.

**2.10 CHECK VALVES**

- A. Swing check valves 2 inch and smaller shall be 200 lbs., W.O.G., bronze construction with replaceable composition, neoprene or rubber disc and shall meet or exceed federal specification WW-V- 51d, class a, type iv.
- B. Anti-drain valves shall be of heavy-duty virgin PVC construction with female iron pipe thread inlet and outlet. Internal parts shall be stainless steel and neoprene. Anti-drain valves shall be field adjustable against draw out from 5 to 40 feet of head.
- C. Check valves shall be as indicated on the drawings.

**2.11 REMOTE CONTROL VALVES**

- A. Remote control valves shall be electrically operated, single seat, normally closed configuration, equipped with flow control adjustment and capability for manual operation.
- B. Valves shall be actuated by a normally closed low wattage solenoid using 24 volts, 50/60 cycle solenoid power requirement. Solenoid shall be epoxy encased. A union shall be installed on the discharge end.
- C. Remote control valves shall be wired to controller in same numerical sequence as indicated on drawings.
- D. Remote control valves shall be as indicated on the drawings.

**2.12 QUICK COUPLER VALVES**

- A. Quick coupler valves shall be a one or two piece, heavy-duty brass construction with a working pressure of 150 PSI with a built in flow control and a self-closing valve.

- B. Quick coupler shall be equipped with locking red brass cap covered with durable yellow thermo-plastic rubber cover. Key size shall be compatible with quick coupler and of same manufacturer.
- C. Quick coupler valves shall be as indicated on the drawings.

**2.13 AUTOMATIC CONTROLLER**

- A. Controller shall be housed in a sturdy, locking, weather-resistant case, furnished for maximum exterior protection.
- B. Automatic controller shall be as indicated on the drawings.

**2.14 CONTROLLER DECODERS**

- A. All decoders shall be per the controller manufacturer's specifications.
- B. Decoder model number shall be as shown on the drawings.

**2.15 ELECTRICAL CONTROL WIRING**

- A. Low voltage
  - 1. The electrical control wire shall be direct burial type UF, no. 14 AWG, solid, single conductor, copper wire UL approved or larger, if required to operate system as designed.
  - 2. For 2-Wire controllers all irrigation wires for the controller, flow sensor, master valve, hydrometer, remote control valves and moisture sensors shall be per the controller manufacturer's specifications and recommendations.
  - 3. Color code wires to each valve. Common wire shall be white.
  - 4. If multiple controllers are being utilized, and wire paths of different controllers cross each other, both common and control wires from each controller to be of different colors.
  - 5. Control wire splices: Splices when required shall be placed in splice boxes.
  - 6. Wire connections shall be per the controller manufacturer's specifications and recommendations.
- B. High voltage
  - 1. Shall be of type as required by local codes and ordinances.
  - 2. Shall be of proper size to accommodate needs of equipment it is to serve.

**2.16 VALVE BOXES AND MATERIALS**

- A. Valve boxes: valve boxes shall be constructed of ABS (acrylonitrile butadiene styrene) plastic, green in color, with rigid base and sides and shall be supplied with bolt lock cover secured with stainless steel bolts. Cover shall be purple in color so as to indicate the use of non-potable water. Provide box extensions as required.
  - 1. Master valves, flow sensors, remote control irrigation valves, gate valves, and ball valves 3 inch or less in size shall use a 14-inch x 19-inch x 12-inch rectangular box.
  - 2. Quick coupler valves, wire splices, and grounding rods shall use a 10-inch circular box.

**2.17 CONCRETE THRUST BLOCKS**

- A. Concrete thrust blocks shall be sized per the pipe manufactures requirement or as indicated on the drawings.

**2.18 VALVE IDENTIFICATION TAGS**

- A. Valve Identification Tags shall be 2.25-inch x 2.65-inch polyurethane. Color: potable water; yellow / Non-potable water; purple. Tags shall be permanently attached to each remote

control valve with tamper proof seals as indicated on the drawings.

**2.19 EQUIPMENT TO BE FURNISHED TO OWNER**

- A. Two (2) sets of keys for each automatic controller.
- B. Two (2) 48-inch tee wrenches for operating the gate valves.
- C. Three (3) sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on this project.
- D. Five (5) Extra sprinkler heads, nozzles, shrub adapters, nozzle filter screens, for each type used on the project.
- E. Two (2) quick coupler keys to match manufacturer type of quick coupler.

**2.20 INCIDENTAL MATERIALS AND EQUIPMENT**

- A. Furnish all materials and equipment not specified above, but which are necessary for completion of the work as intended.

**2.21 MAIN LINE LOCATOR TAPE**

- A. 3 - inch wide plastic detectable locator tape.

**PART 3 – EXECUTION**

**3.1 GENERAL REQUIREMENTS**

- A. Code requirements shall be those of state and municipal codes and regulations locally governing this work, providing that any requirements of the drawings and specifications, not conflicting therewith, but exceeding the code requirements, shall govern unless written permission to the contrary is granted by the Owner's Representative.
- B. Extreme care shall be exercised at all times by the Contractor in excavating and working in the project area due to existing utilities and irrigation systems to remain. Contractor shall be fully responsible for expenses incurred in the repair of damages caused by their operation.
  - 1. The Contractor is responsible for identifying and maintaining existing irrigation main lines that supply water to areas on the site as noted on the drawings and outside of the proposed limit of work. The Contractor shall relocate or replace existing irrigation main line piping as required to provide a continuous supply of water to all areas of existing irrigation on site.

Providing continuous water supply shall include hand watering and or the use of watering trucks to provide adequate water.
- C. Plan locations of backflow preventers, valves, controllers, irrigation lines, sleeves, spray heads and other equipment are diagrammatic and indicate the spacing and relative locations of all installations. Final site conditions and existing and proposed plantings shall determine final locations and adjusted as necessary and as directed to meet existing and proposed conditions and obtain complete water coverage. Minor changes in locations of the above from locations shown shall be made as necessary to avoid existing and proposed trees, piping, utilities, structures, etc. at the Contractor's expense or when directed by the Owner's Representative.
  - 1. The Contractor shall be held responsible for relocation of any items without first obtaining the Owner's Representative's approval. The Contractor shall remove and relocate such items at their expense if so directed by the Owner's Representative.
- D. Prior to any work the Contractor shall stake out locations of all pipe, valves, equipment and

- irrigation heads and emitters using an approved staking method and maintain the staking of the approved layout in accordance with the drawings and any required modifications. Verify all horizontal and vertical site dimensions prior to staking of heads. Do not exceed spacing shown on drawings for any given area. If such modified spacing demand additional or less material than shown on the drawings, notify the Owner's Representative before beginning any work in the adjacent area.
- E. Stub out main line at all end runs and as shown on drawings. Stub out wires for future connection where indicated on plan and as directed.
  - F. Point of connection shall be approximately as shown on drawings. Connect new underground piping and valves and provide all flanges, adapters or other necessary fittings for connection.
  - G. Permission to shut off any existing in-use water line must be obtained 48 hours in advance, in writing from the Owner. The Contractor shall receive instructions from the Owner's Representative as to the exact length of time of each shut-off.
  - H. No fittings shall be installed on pipe underneath pavement or walls.
  - I. Prior to starting any work, Contractor shall obtain a reading of existing static water pressure (no flow condition) at the designated point of connection and immediately submit written verification of pressure with date and time of recording to Owner's Representative.

### **3.2 TRENCHING, DIRECTIONAL BORING AND SLEEVING**

- A. Perform all trenching, directional boring, sleeving and excavations as required for the installation of the work included under this section, including shoring of earth banks to prevent cave-ins.
- B. The Contractor may directional bore lines where it is practical or where required on the plans.
  - 1. Extend the bore 1' past the edge of pavement unless noted differently on the plans
  - 2. Cap ends of each bore and locate ends at finished grade using metal stakes.
  - 3. All boring and sleeving shall have detectable locator tape placed at the ends of the pipe.
- C. Make trenches for mains, laterals and control wiring straight and true to grade and free of protruding stones, roots or other material that would prevent proper bedding of pipe or wire.
- D. Excavate trenches wide enough to allow a minimum of 4 - inch between parallel pipelines and 8 inch from lines of other trades. Maintain 3 - inch vertical clearance between irrigation lines. Minimum transverse angle is 45 degrees. All pipes shall be able to be serviced or replaced without disturbing the other pipes.
- E. Trenches for pipelines shall be made of sufficient depth to provide the minimum cover from finished grade as follows:
  - 1. Pressure main line: 36 inches below finish grade and 36-48 inches below paved areas in Schedule 40 PVC sleeves or directional drilled using HDPE.
  - 2. Reclaimed water constant pressure main lines shall cross at least twelve (12) inches below potable water lines.

If a constant pressure reclaimed water main line must be installed above a potable water line or less than twelve (12) inches below a potable water line, then reclaimed water line shall be installed within an approved protective sleeve. The sleeve shall extend ten (10) feet from each side of the center of the potable line, for a total of twenty (20) feet. The sleeve shall be color-coded (purple) for use with reclaimed water.



3. Lateral lines: 24 inches below finish grade and 24-36 inches below paved areas in Schedule 40 PVC sleeves or directional drilled using HDPE.
4. Control wiring: to the side of pressure main line and 36 inches below paved areas in Schedule 40 PVC sleeves or directional drilled using HDPE.
- F. On new on-site systems (post-meter), the required horizontal separation between potable water lines, reclaimed water constant pressure main lines and sewer lines shall be a minimum of four (4) feet apart as directed by the project engineer and/ or regulatory agency. Measurements shall be between facing surfaces, not pipe centerlines.
- G. When trenching through areas of imported or modified soil, deposit imported or modified soils on one side of trench and subsoil on opposite side.
- H. Backfill the trench per the requirements in paragraphs "Backfilling and Compacting" below.

### 3.3 PIPE INSTALLATION

#### A. General Pipe Installation

1. Exercise caution in handling, loading and storing, of plastic pipe and fittings to avoid damage.

The pipe and fittings shall be stored under cover until using, and shall be transported in a vehicle with a bed long enough to allow the length of pipe to lay flat so as not to be subjected to undue bending or concentrated external load at any point.

All pipe that has been dented or damaged shall be discarded unless such dent or damaged section is cut out and pipe rejoined with a coupling.
2. Trench depth shall be as specified above from the finish grade to the top of the pipe.
3. Install a detectable pipe locator tape above all main line pipes at 12 inches below the finished grade.

#### B. Polyvinyl Chloride Pipe (PVC) Installation

1. Under no circumstance is pipe to rest on concrete, rock, wood blocks, construction debris or similar items.
2. No water shall be permitted in the pipe until a period of at least 24 hours has elapsed for solvent weld setting and curing.
3. Install assemblies and pipe to conform to respective details and where shown diagrammatically on drawings, using first class workmanship and best standard practices as approved. All fittings that are necessary for proper connections such as swing joints, offsets, and reducing bushings that are not shown on details shall be installed as necessary and directed as part of the work.
4. Dielectric bushings shall be used in any connections of dissimilar metals.
5. Gasketed plastic pipe: pipe-to-pipe joints or pipe to fittings shall be made in accordance with manufacturer's specifications.
6. Solvent weld or threaded plastic pipe:

Installation of all pipe and fittings shall be in strict accordance with manufacturer's specifications.

Pipe shall be cut using approved PVC pipe cutters only. Sawed joints are disallowed.

All field cuts shall be beveled to remove burrs and excess before gluing.

Welded joints shall be given a minimum of 15 minutes to set before moving or handling. Excess solvent on the exterior of the joint shall be wiped clean immediately after assembly.

Plastic to metal connections shall be made with plastic adapters and if necessary,



short (not close) brass threaded-nipples. Connection shall be made with two (2) wraps of Teflon tape and hand tightened plus one turn with a strap wrench.

Snake pipe horizontally in trench to allow one (1) foot of expansion and contraction per 100 feet of straight run.

Threaded pipe joints shall be made using Teflon tape. Solvent shall not be used with threaded joints. Pipe shall be protected from tool damage during assembly. All damaged pipe shall be removed and replaced. Take up threaded joints with light wrench pressure.

No close nipples or risers are allowed. Cross connections in piping is disallowed.

Center load pipe at 10 feet on center intervals with small amount of backfill to prevent arching and slipping under pressure. Other than this preliminary backfill all pipe joints, fittings and connections are to remain uncovered until successful completion of hydrostatic testing and written approval of the testing report.

Concrete thrust blocks shall be constructed behind all pipe fittings 1-1/2-inch diameter and larger at all changes of direction of 45 degrees or more.

C. Galvanized Pipe Installation

1. All joints shall be threaded with pipe joint compound used on all threads.
2. Dielectric bushings shall be used in any connections of dissimilar metals.

**3.4 TRENCHING, DIRECTIONAL BORING, AND SLEEVING REVIEW:**

- A. Upon completion and installation of all trenching, directional boring, and sleeving, all installed irrigation control wiring, lines and fittings shall be visually observed by the Owner's Representative unless otherwise authorized. Do not cover any wires, lines or fittings until they have been tested and observed by the Owner's Representative.

**3.5 FLUSHING**

- A. Openings in piping system during installation are to be capped or plugged to prevent dirt and debris from entering pipe and equipment. Remove plugs when necessary to flush or complete system.
- B. After completion and prior to the installation of any terminal fittings, the entire pipeline system shall be thoroughly flushed to remove dirt, debris or other material.

**3.6 HYDROSTATIC PRESSURE TESTING**

- A. After flushing, and the installation of valves the following tests shall be conducted in the sequence listed below. The Contractor shall furnish all equipment; materials and labor necessary to perform the tests and all tests shall be conducted in the presence of the Owner's Representative.
- B. Water pressure tests shall be performed on all pressure main lines before any couplings, fittings, valves and the like are concealed.
- C. Immediately prior to testing, all irrigation lines shall be purged of all entrapped air or debris by adjusting control valves and installing temporary caps forcing water and debris to be discharged from a single outlet.
- D. Test all pressure main line at 150 PSI. For a minimum of four (4) hours with an allowable loss of 5 PSI. Pressure and gauges shall be read in PSI, and calibrated such that accurate determination of potential pressure loss can be ascertained.

- E. Re-test as required until the system meets the requirements. Any leaks, which occur during test period, will be repaired immediately following the test. All pipe shall be re-tested until final written acceptance.
- F. The Contractor is responsible for proving documentation stating the weather conditions, date, the start time and initial water pressure readings, the finish time and final water pressure readings and the type of equipment used to perform the test. The documentation must be signed by a witness acceptable to the Owner, verifying all of the above-mentioned conditions.
- G. Submit a written report of the pressure testing results with the other above required information to the Owner's Representative for approval.

**3.7 BACKFLOW PREVENTER TESTING – NOT IN CONTRACT**

- A. The backflow preventer shall be tested according to procedures and results per the requirements of the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California or American Water Works Association whichever is more stringent.
- B. Testing shall be performed by a Backflow Prevention Assembly Tester with a current certification from the American Backflow Preventer Association.

**3.8 BACKFILLING AND COMPACTING**

- A. Irrigation trenches shall be carefully backfilled with material approved for backfilling and free of rocks and debris one (1) inch in diameter and larger. When back filling trenches in areas of imported or modified planting soil, replace any excavated subsoil at the bottom and the imported soil or modified planting soil at the top of the trench.
- B. Backfill shall be compacted with approved equipment to the following densities
  1. Backfill under pavement and within 2 feet of the edge of pavement: Compact to 95% or greater of maximum dry density standard proctor.
  2. Backfill of subsoil under imported planting mixes or modified existing planting soil: Between 85 and 90% of maximum dry density standard proctor.
  3. Backfill of imported planting mixes or modified existing planting soil: Compact to the requirements of the adjacent planting mix or planting soil as specified in section "Planting Soil".
- C. Finish grade of all trenches shall conform to adjacent grades without dips or other irregularities. Dispose of excess soil or debris off site at Contractor's expense.
- D. Any settling of backfill material during the maintenance or warranty period shall be repaired at the Contractor's expense, including any replacement or repair of soil, lawn, and plant material or paving surface.

### 3.9 RESURFACING PAVING OVER TRENCHES

- A. Restore all surfaces and repair existing underground installations damaged or cut as a result of the excavation to their original condition, satisfactory to the Owner's Representative.
- B. Trenches through paved areas shall be resurfaced with same materials quality and thickness as existing material. Paving restoration shall be performed by the irrigation contractor or his sub-Contractor skilled in paving work.
- C. The cost of all paving restoration work shall be the responsibility of the irrigation Contractor unless the trenching thru the paving was, by previous agreement, part of the general project related construction.

### 3.10 INSTALLATION OF EQUIPMENT

- A. General:
  - 1. All equipment shall be installed to meet all installation requirements of the product manufacturer. In the event that the manufactures requirements cannot be implemented due to particular condition at the site or with other parts of the design, obtain the Owner's Representative's written authorization and approval for any modifications.
  - 2. Install all equipment at the approximately at the location(s) and as designated and detailed on the drawings. Verify all locations with the Owner's Representative.
  - 3. Install all valves within a valve box of sufficient size to accommodate the installation and servicing of the equipment. Group valves together where practical and locate in shrub planting areas.
  - 4. All sprinkler irrigation systems that are using water from potable water systems shall require backflow prevention. All backflow prevention devices shall meet and be installed in accordance with requirements set forth by local codes and the health department.
- B. Pressure regulator:
  - 1. Set regulator for required PSI per manufacturer's specifications.
- C. Check Valve:
  - 1. Install check valves approximately at the locations necessary to prevent low head run off.
- D. Remote control valves:
  - 1. Install one remote control valve per valve box.
  - 2. Remote control valve manifolds and quick coupler valves shall be separate allowing use of a quick coupler with all remote control valves shut off.
  - 3. Install boxes no farther than 12 inches from edge of paving and perpendicular to edge of paving and parallel to each other. Allow 12 inches' clearance between adjacent valve boxes.
- E. Quick coupler valve:
  - 1. Install each quick coupler valve in its own valve box.
  - 2. Install thrust blocks on quick couplers.
  - 3. Place no closer than 12 inches to adjacent paving.
  - 4. Install 18 inches off set from main line.
- F. Sprinkler heads:
  - 1. All main lines and lateral lines, including risers, shall be flushed and pressure tested before installing sprinkler heads.

2. Install specified sprinkler heads as shown in details at locations shown on the drawings. Adjust layout for full coverage, spacing of heads shall not exceed the maximum spacing recommended by the manufacturer.
  3. All sprinkler heads shall be set perpendicular to finish grade unless otherwise designated on the drawings or details.
- G. Irrigation controllers:
1. Remote control valves shall be connected to controller in numerical sequence as shown on the drawings.
  2. Controller shall be tested with complete electrical connections. The Contractor shall be responsible for temporary power to the controller for operation and testing purposes.
  3. Connections to control wiring shall be made within the pedestal of the controller. All wire shall follow the pressure main insofar as possible.
  4. Electrical wiring shall be in a rigid gray PVC plastic conduit from controller to electrical outlet. The electrical Contractor shall be responsible for installing all wiring to the controller, in order to complete this installation. A disconnect switch shall be included.
- H. Wiring:
1. Low Voltage

Control wiring between controller and electrical valves shall be installed in the same trench as the main line where practical. The wire shall be bundled and secured to the lower quadrant of the trench at 10 foot intervals with plastic electrical tape. When the control wiring cannot be installed in the same main line trench it shall be installed a minimum of 36 inches below finish grade and a bright colored plastic ribbon with suitable markings shall be installed in the trench 12 inches below grade directly over the wire.

An expansion loop shall be provided every 500 feet in a box and inside each valve box. Expansion loop shall be formed by wrapping wire at least eight (8) times around a  $\frac{3}{4}$  inch pipe and withdrawing pipe.

All control wire splices not occurring at control valve shall be installed in a separate splice valve box.

Wire markers (sealed, 1 inch to 3 inch square) are to identify control wires at valves and at terminal strips of controller. At the terminal strip mark each wire clearly indicating valve circuit number.
  2. High Voltage

All electrical work shall conform to local codes, ordinances and any authorities having jurisdiction. All high voltage electrical work to be performed by licensed electrician.

The Contractor shall provide 120-volt power connection to the automatic controller unless noted otherwise on drawings.
- I. Valve boxes:
1. Install one valve box for each type of valve installed as per the details.
  2. Gravel sump shall be installed after compaction of all trenches. Final portion of gravel shall be placed inside valve box after valve is backfilled and compacted.
  3. Permanently label valve number and or controller letter on top of valve box lid using a method approved by the Owners Representative.
- J. Tracer wire:
1. Tracer wire shall be installed with non-metallic plastic irrigation main lines where

controller wires are not buried in the same trench as the main line.

2. The tracer wire shall be placed on the bottom of the trench under the vertical projection of the pipe with spliced joints soldered and covered with insulation type tape.
3. Tracer wire shall be of a color not used for valve wiring. Terminate wire in a valve box. Provide enough length of wire to make a loop and attach wire marker with the designation "tracer wire".

### **3.11 ADJUSTMENT AND COVERAGE TEST**

#### **A. Adjustment:**

1. The Contractor shall flush and adjust all sprinkler heads, valves and all other equipment to ascertain that they function according to the manufacturer's data.
2. Adjust all sprinkler heads not to overspray onto walks, roadways and buildings when under maximum operating pressure and during times of normal prevailing winds.

#### **B. Coverage test:**

1. The Contractor shall perform the coverage test in the presence of the Owner's Representative after all sprinkler heads have been installed, flushed and adjusted. Each section is tested to demonstrate uniform and adequate coverage of the planting areas serviced.
2. Any systems that require adjustments for full and even coverage shall be done by the Contractor prior to final acceptance at the direction of the Owner's Representative at no additional cost. Adjustments may also include realignment of pipes, addition of extra heads, and changes in nozzle type or size.
3. The Contractor at no additional cost shall immediately correct all unauthorized changes or improper installation practices.
4. The entire irrigation system shall be operating properly with written approval of the installation by the Owner's representative prior to beginning any planting operations.

### **3.12 REPAIR OF PLANTING SOIL**

- A. Any areas of planting soil including imported or existing soils or modified planting soil which become compacted or disturbed or degraded as a result of the installation of the irrigation system shall be restored to the specified quality and compaction prior to beginning planting operations at no additional expense to the Owner. Restoration methods and depth of compaction remediation shall be approved by the Owner's Representative.

### **3.13 CLEAN-UP**

- A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.

Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.

- B. Once installation is complete, wash all soil from pavements and other structures.

1. Make all repairs to grades ruts, and damage to the work or other work at the site.
2. Remove and dispose of all excess soil, packaging, and other material brought to the site by the Contractor.

### **3.14 PROTECTION**

- A. The Contractor shall protect installed irrigation work from damage due to operations by other Contractors or trespassers.
  - 1. Maintain protection during installation until Acceptance. Treat, repair or replace damaged work immediately. The Owner's Representative shall determine when such treatment, replacement or repair is satisfactory.

**3.15 PRE-MAINTENANCE OBSERVATION:**

- A. Once the entire system shall be completely installed and operational and all planting is installed, the Owner's Representative shall observe the system and prepare a written punch list indicating all items to be corrected and the beginning date of the maintenance period.
- B. This is not final acceptance and does not relieve the Contractor from any of the responsibilities in the contract documents.

**3.16 GENERAL MAINTENANCE AND THE MAINTENANCE PERIOD**

- A. General maintenance shall begin immediately after installation of irrigation system. The general maintenance and the maintenance period shall include the following:
  - 1. On a weekly basis the Contractor shall keep the irrigation system in good running order and make observations on the entire system for proper operation and coverage. Repair and cleaning shall be done to keep the system in full operation.
  - 2. Records of all timing changes to control valves from initial installation to time of final acceptance shall be kept and turned over to the Owner's Representative at the time of final acceptance.
  - 3. During the last week of the maintenance period, provide equipment familiarization and instruction on the total operations of the system to the personnel who will assume responsibility for running the irrigation system.
  - 4. At the end of the maintenance period, turn over all operations logs, manuals, instructions, schedules, keys and any other equipment necessary for operation of the irrigation system, hereto referred to as the "Irrigation Manual", to the Owner's Representative who will assume responsibility for the operations and maintenance of the irrigation system.
- B. The maintenance period for the irrigation system shall coincide with the maintenance period for the Planting. (See specification section "Planting").

**3.17 SUBSTANTIAL COMPLETION ACCEPTANCE**

- A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.
- B. The date of substantial completion of the irrigation shall be the date when the Owner's Representative accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.

**3.18 FINAL ACCEPTANCE / SYSTEM MALFUNCTION CORRECTIONS**

- A. At the end of the Plant Warranty and Maintenance period, (See specification section "Planting") the Owner's Representative shall inspect the irrigation work and establish that all provisions of the irrigation system are complete and the system is working correctly.
  - 1. Restore any soil settlement over trenches and other parts of the irrigation system.
  - 2. Replace, repair or reset any malfunctioning parts of the irrigation system.
- B. The Contractor shall show all corrections made from punch list. Any items deemed not

acceptable shall be reworked and the maintenance period will be extended.

- C. The Contractor shall show evidence that the Owner's Representative has received all charts, records, drawings, and extra equipment as required before final acceptance.
- D. Failure to pass review: If the work fails to pass final review, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the reviewer.

**TS-08 CLEAN UP:** Upon completion of work and before acceptance and payment will be made for same, Contractor shall restore all public and private property damaged during the execution of the work, to prior or better condition. Restoration shall be understood to include the installation of sod to replace existing sod that has been damaged. Foreign material, such as asphalt chunks and dead vegetation, shall be removed from any medians after completion of the project. Daily clean up to include general site work, street sweeping dust abatement. All waste material is to be disposed of in accordance with all applicable laws and rules. No separate payment for performing clean-up work as required shall be made.

**TS-09 TESTING:** The Contractor shall pay for all soil testing or other related testing deemed necessary. Refer to Planting and Irrigation Technical Specifications for testing requirements and analysis reports. Contractor shall provide to the City a copy of the lab results and field results for required testing. The Contractor shall pay for any re-testing due to failure. The Contractor shall use the services of an Independent Testing Laboratory, approved by the City of North Port Public Works Department.

## INSURANCE REQUIREMENTS

**WORKERS COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.

**COMPREHENSIVE GENERAL LIABILITY:** Occurrence from required. Aggregate must apply separately to this Contract/job. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.

**BUSINESS AUTOMOBILE LIABILITY:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this agreement.

**ENVIRONMENTAL / POLLUTION LIABILITY:** With City named as an "Additional Insured" Required when dealing with any substance as defined and regulated per Florida Statutes 487 and listed as hazardous on [www.epa.gov](http://www.epa.gov) website (Pesticide Regulation and Safety). Pollution Liability is generally excluded from most General Liability policies. A separate Pollution Liability policy is required with minimum limits of 100,000 each occurrence and 300,000 general aggregate. Occurrence form required. Contractor shall notify City prior to usage of hazardous chemicals so that adequate insurance coverage is provided prior to usage of such chemicals. Failure to so notify City shall be deemed a material breach of this Contract.

**General requirements:** The City of North Port is to be named additional insured on **Comprehensive Commercial General Liability Policy and Auto Policy**. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract.

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

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

B. **WAIVER OF SUBROGATION:** All required insurance policies, with the exception of Workers Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any Subcontractors, agrees to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not



covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

**C. POLICY FORM**

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

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

3. Each insurance policy required by this Contract shall:

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

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

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

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

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

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

8. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

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

### 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 <b>this</b> checklist with bid submittal			
2	<b>State of Florida Registration:</b> 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	<b>Bid Form:</b> Totals provided and signed by Binding authority			
	<b>Acknowledge addenda</b> signed by Binding authority			
	<b>Bid Schedule:</b> Completed (entered an amount in every line item) signed by Binding authority			
4	<b>Statement of Organization:</b> completed, signed and notarized			
5	<b>References:</b> Completed and signed			
6	<b>Conflict of Interest:</b> Completed and signed			
7	<b>Equipment and Source of Supply/Subcontractors:</b> Completed			
8	• 'Affidavit Claiming 'Local Business' <b>OR</b>			
	• 'North Port Local Business' <b>OR</b>			
	• If neither 'X-through the documents'			
11	<b>Drug-Free Workplace (If Applicable):</b> Completed and signed			
	<b>Florida Trench and Safety Affidavit (If Applicable):</b> Completed and signed			
12	<b>Public Entity Crime Information:</b> Completed, signed and notarized			
13	<b>Non-Collusive Affidavit:</b> Completed, signed and notarized			
14	<b>No Lobbying Affidavit:</b> Completed, signed and notarized			
15	<b>Bid Bond (Attached)</b>			
16	<b>Number of Originals:</b> 1 (signed)			
17	<b>Number of copies:</b> 1 (signed)			
18	<b>CD or USB Flash Drive:</b> One (1) electronic version in Portable Document Format (PDF) <b>or</b> Flash Drive containing the entire submittal.			
19	<b>Insurance Certificate</b> Bidder has reviewed all the insurance requirements and is able to provide a certificate within ten (10) days of award.			
20	<b>Credit Cards</b> Does your company accept Credit Card Payments			
21	<b>LABEL FOR SEALED BID:</b>  RFB NO. 2015-28 Biscayne Landscaping and Irrigation 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*

**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**

### 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.

**THIS BID SCHEDULE IS AVAILABLE IN EXCEL FORMAT (WWW.DEMANDSTAR.COM)**

SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPE PROJECT FROM EAST STAFORD TERRACE TO ELYTON DRIVE							
BID SCHEDULE							
PAY ITEM NO.	SY M.	DESCRIPTION	SIZE	UNIT	EST. QTY	UNIT COST	TOTAL COST
		<b>LANDSCAPE INSTALLATION</b>					
		<b>TREES</b>					
1	ED	Japanese Blueberry Tree - Elaeocarpus decipiens TM	10' Ht, 4' Spr, 2" Cal, standard	EA	3		\$ -
2	LS	Queen's Crape Myrtle - Lagerstroemia speciosa	10' Ht, 4' Spr, 2" Cal, B&B, std	EA	4		\$ -
3	LJ	Japanese Privet - Ligustrum japonicum	10' Ht, 4' Spr, 2" Cal, B&B, multi	EA	1		\$ -
4	LS2	Sweet Gum - Liquidambar styraciflua	10' Ht, 4' Spr, 2" Cal, B&B	EA	4		\$ -
8	UA	American Elm - Ulmus americana	10' Ht, 4' Spr, 2" Cal, B&B	EA	4		\$ -
<b>SUB-TOTAL TREES</b>							<b>\$ -</b>
		<b>SHRUBS</b>					
9	AA	Lily of the Nile - Agapanthus africanus	1 gal	EA	154		\$ -
10	CE	Emerald Blanket Carissa - Carissa macrocarpa 'Emerald Blanket'	3 gal, 10" Ht	EA	154		\$ -
11	DR	Gold Mound Duranta - Duranta repens 'Gold Mound Dewdrop'	3 gal, 16" Ht	EA	272		\$ -
12	ES	Purple Love Grass - Eragrostis spectabilis	1 gal, 14" Ht	EA	289		\$ -
13	HP	Dwarf Firebush - Hamelia patens 'Compacta'	3 gal, 24" Ht	EA	250		\$ -
14	IV	Dwarf Yaupon - Ilex vomitoria 'Stokes Dwarf'	3 gal, 12" Ht	EA	36		\$ -
15	MC	Muhly Grass - Muhlenbergia capillaris	3 gal, 30" Ht	EA	192		\$ -
16	MF2	Dwarf Simpson's Stopper - Myrcianthes fragrans 'compacta'	3 gal, 30" Ht	EA	215		\$ -
17	ST	Schefflera - Schefflera arboricola 'Trinette'	7 gal, 36" Ht	EA	153		\$ -
18	TU	Yellow Alder - Turnera ulmifolia	3 gal, 24" Ht	EA	76		\$ -
19	VO	Dwarf Walter's Viburnum - Viburnum obovatum 'Mrs. Shillers Delight'	3 gal, 18" Ht	EA	27		\$ -
<b>SUB-TOTAL SHRUBS</b>							<b>\$ -</b>

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

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		<b>GROUNDCOVER</b>					
20	AG	Perennial Peanut - Arachis glabrata	4" pot	EA	13036		\$ -
21	DT	Twin Flower - Dyschoriste oblongifolia	1 gal, 6" Ht	EA	4809		\$ -
22	JC	Shore Juniper - Juniperus conferta 'compacta'	3 gal, 12" Spr	EA	1490		\$ -
23	JH	Blue Rug Horizontal Juniper - Juniperus horizontalis 'Wiltonii'	3 gal, 12" Spr	EA	875		\$ -
24	LM	Lily Turf - Liriope muscari 'Big Blue'	1 gal	EA	3910		\$ -
25	RC	Carolina Wild Petunia - Ruellia caroliniensis	1 gal	EA	4524		\$ -
<b>SUB-TOTAL GROUNDCOVER</b>							<b>\$ -</b>
		<b>MULCH</b>					
26	PB	PINE BARK NUGGETS	3" DEPTH	CY	852		\$ -
<b>SUB-TOTAL MULCH</b>							<b>\$ -</b>
<b>A</b>	<b>LANDSCAPE INSTALLATION SUBTOTAL</b>						<b>\$ -</b>
		<b>IRRIGATION INSTALLATION</b>					
27	C	SPPED-ENC PEDESTAL MOUNTED SL1600 CONTROLLER WITH SLM48DM DECODER MODULE (INCLUDING MISC. ELECTRICAL)	(CONTRACTOR PROVIDED)	EA	1		\$ -
28	RS	SLW1 WIRED RAIN SENSOR	(CONTRACTOR PROVIDED)	EA	1		\$ -
29	FS	SLFSI-T20 2" TEE TYPE INSERT FLOW SENSOR WITH RAIN BIRD 200-PESBR-PRS-D MASTER VALVE	(CONTRACTOR PROVIDED)	EA	1		\$ -
30	AC	SL-AIRCARDFLOW3W-GSM AIR CARD W/ FLOW, 3YR SERVICE PLAN & WARRANTY FOR GZM CELL NETWORK	(CONTRACTOR PROVIDED)	EA	1		\$ -
31	D	WEATHERMATIC SLDEC1 VALVE DECODER	(CONTRACTOR PROVIDED)	EA	27		\$ -
32	W	SMARTLINE - SL WIRE (2 PATH WIRE)	(CONTRACTOR PROVIDED)	LF	7940		\$ -
34	SV	RAIN BIRD 100-PESBR-PRS-D (INCLUDES VALVE BOX, GRAVEL, BRICKS, FABRIC, ETC.)	(CONTRACTOR PROVIDED)	EA	15		\$ -
35	SV	RAIN BIRD 150-PESBR-PRS-D (INCLUDES VALVE BOX, GRAVEL, BRICKS, FABRIC, ETC.)	(CONTRACTOR PROVIDED)	EA	12		\$ -
38	LL	1" CLASS 200 PURPLE	(CONTRACTOR PROVIDED)	LF	6380		\$ -
39	LL	1-1/2" CLASS 200 PURPLE	(CONTRACTOR PROVIDED)	LF	260		\$ -
40	LL	2" CLASS 200 PURPLE	(CONTRACTOR PROVIDED)	LF	40		\$ -
42	GR	LIGHTENING ARRESTER - SLGDT	(CONTRACTOR PROVIDED)	EA	28		\$ -
44	NZ	HUNTER FIXED ARC NOZZLE ON PROS-12-CV-R SPRAY BODY - 5' RADIUS NOZZLE	(CONTRACTOR PROVIDED)	EA	451		\$ -
45	NZ	HUNTER FIXED ARC NOZZLE ON PROS-12-CV-R SPRAY BODY - 10' RADIUS NOZZLE	(CONTRACTOR PROVIDED)	EA	367		\$ -
47	F	NETAFIM FILTER POC-TF20918-100RW	(CONTRACTOR PROVIDED)	EA	1		\$ -
<b>B</b>	<b>SUB-TOTAL IRRIGATION</b>						<b>\$ -</b>

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

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		SITE WORK					
48	SP	SOIL PREP., HERBACIDE APP., FERT.		SF	92012		\$ -
49	TS	TREE SUMPS (AS NEEDED)		EA	25		\$ -
50	MOB	MOBILIZATION		LS	1		\$ -
51	MOT	MAINTENANCE OF TRAFFIC		LS	1		\$ -
52	SF	SILT FENCE AROUND DRAINS		EA	4		\$ -
53	AB	CERTIFIED AS-BUILT SURVEYS		LS	1		\$ -
C	SITE WORK SUBTOTAL						
A	LANDSCAPE INSTALLATION SUBTOTAL						\$ -
B	IRRIGATION INSTALLATION SUBTOTAL						\$ -
C	SITE WORK SUBTOTAL						\$ -
	GRAND TOTAL						

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

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**[THIS BID SCHEDULE IS AVAILABLE IN EXCEL FORMAT \(WWW.DEMANDSTAR.COM\)](http://WWW.DEMANDSTAR.COM)**

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:** \_\_\_\_\_

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**REFERENCES AND QUALIFICATIONS AND EXPERIENCE – PART I**

The City reserves the right to contact references. (Attach additional sheets, if required.)

- A). The Bidder **shall** be experienced installing irrigation and landscaping in southern Florida and **provide minimum of three (3) recent references of projects similar size and scope with completion dates within the last five (5) years.**
- B). The Contractor shall have at least five (5)-years of successful experience of a scope similar to that required for the work, including the handling, planting and irrigation on similar projects.
- C). Contractor shall maintain a full time supervisor on site having five (5) years successful experience of a similar scope (both irrigation and landscaping) who can communicate in English with the Owner's Representative while work is in progress.
- D). The foreman directing the landscaping maintenance during the warranty period shall have five years of similar experience.

**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: \_\_\_\_\_

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

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**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: \_\_\_\_\_

**4. 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:** \_\_\_\_\_

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### COMMERCIAL PEST CONTROL APPLICATOR – PART II

1. The successful Contractor, or his subcontractor, shall be required to hold the mandatory Commercial Pest Control license from the State of Florida, and provide proof of same at the time of bid submission, along with proof of pesticide applicator liability insurance.
2. The Bureau of Entomology rules that when a subcontractor is employed for this purpose, that subcontractor shall be named and shall be the only person(s) to apply chemicals (the Contractor shall not work on behalf of the subcontractor by applying chemicals).
3. Only a licensed person or those covered by a chemical applicator's license are allowed to apply chemicals.

**The contractor shall provide the following with his submittal for his firm or on the part of an approved subcontractor:**

- FDACS Right of Way Pest Control certification
- Commercial Lawn & Ornamental pesticide application certification
- City of North Port Fertilizer Ordinance/FDEP Green Industries BMP's certification
- FDOT Intermediate Maintenance of Traffic certification

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

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

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**INSTALLER'S FIELD SUPERVISOR – PART III**

Installer's field supervisor shall have a minimum of **five years' experience** as a field supervisor installing plants and irrigation systems of the quality and scale of the proposed project, and can communicate in English with the Owner's Representative. (Attach additional sheets, if required.)

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

Name of Contact Person: \_\_\_\_\_ Position \_\_\_\_\_

E-mail: \_\_\_\_\_ Telephone# \_\_\_\_\_

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

Contract Term: From \_\_\_\_\_ To \_\_\_\_\_

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

Name of Contact Person: \_\_\_\_\_ Position \_\_\_\_\_

E-mail: \_\_\_\_\_ Telephone# \_\_\_\_\_

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

Contract Term: From \_\_\_\_\_ To \_\_\_\_\_

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

Name of Contact Person: \_\_\_\_\_ Position \_\_\_\_\_

E-mail: \_\_\_\_\_ Telephone# \_\_\_\_\_

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

Contract Term: From \_\_\_\_\_ To \_\_\_\_\_

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

**STATEMENT OF ORGANIZATION**

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

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

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**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 **SOUTH BISCAYNE DRIVE MEDIAN LANDSCAPE AND IRRIGATION PROJECT**. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

**SUBCONTRACTOR(S)**

**(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER)**

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

**SUPPLIER(S)**

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

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

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

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**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***

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**AFFIDAVIT**  
**Claiming Status as a LOCAL BUSINESS**

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

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

Before me, the undersigned authority, personally appeared:

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

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

**AND**

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

**AND**

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

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

**AND**

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

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

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

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

NOTARY SEAL:

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

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



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

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

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

Before me, the undersigned authority, personally appeared:

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

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

**AND**

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

**AND**

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

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

**AND**

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

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

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

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

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

NOTARY SEAL:

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

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

**PUBLIC ENTITY CRIME INFORMATION**

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

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

Located at: \_\_\_\_\_

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

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

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

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

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

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

NOTARY SEAL:

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

THIS PAGE MUST BE SUBMITTED

**NON-COLLUSIVE AFFIDAVIT**

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

Before me, the undersigned authority, personally appeared:

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

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

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

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

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

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

State of Florida

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

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

NOTARY SEAL:

\_\_\_\_\_  
Notary Public - State of Florida

Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

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

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

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

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### 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**

**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: \_\_\_\_\_

**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

**“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 a Florida corporation, registered to conduct business in the State of Florida, address, , Tampa, Florida 33610, hereinafter referred to as the “Contractor”.

**WITNESSETH**

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

**1. RESPONSIBILITIES OF THE CONTRACTOR:**

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

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

**B. Furnishing of Labor and Materials:** The Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, and all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained, and with the Request For Bid No. 2017-09, 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. 2017-09**, including the plans, specifications, and addendums, and Contractor’s response to RFB, are specifically made a part of this Contract and are incorporated herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

1. First, this Contract (Contract No. 2017-09) Approved by Commission on x/xx/2016, and any attachments
2. Second, Request for Bid, including any and all attachments and addenda
3. Third, Contractor's response to this solicitation.
4. Fourth, specific direction from the City Manager

**D. Public Records Law:** In accordance with 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 Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.



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

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

## 2. CONTRACT PRICE:

In consideration of the foregoing services, work, labor and materials to be furnished by the contractor as per said plans, specifications and addendums, the City agrees to pay and the Contractor \$.

The **CONTRACT PRICE** is (\$).

## 3. PAYMENT:

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

#### 4. CONTRACT TIME:

The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract shall be completed in not more than **xx 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 **xx calendar days**; with final completion within **15 calendar days** after attaining Substantial Completion. Time is of the essence in the performance of this Contract.

#### 5. LIQUIDATED DAMAGES:

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

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

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

#### **BOND REQUIREMENTS:**

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 following minimum conditions are met:

The Surety Company:

- a. is licensed to do business in the State of Florida;
- b. holds a certificate of authority authorizing it to write surety bonds in this state;
- c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
- d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
- e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308.
- f. 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;
- g. 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:**

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

**A. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE (PER CHAPTER 440, FLORIDA STATUTES):** The Contractor shall procure and maintain during the life of this Contract Worker's

Compensation insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the Contractor's Workers Compensation insurance. For additional information contact the Department of financial Services, Workers' Compensation Division at 850.413.1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the Contractor with the City within ten (10) days after the execution of this Contract. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

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

**C. BUSINESS AUTOMOBILE LIABILITY:** The Contractor shall procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance including all owned, hired, and non-owned automobiles. The minimum combined single limit

per occurrence shall be no less than \$1,000,000 for bodily injury and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles, as well as employee's non-ownership. The City of North Port shall be named as additional insured.

D. **ENVIRONMENTAL/POLLUTION LIABILITY:** Not required unless chemicals are being used that are listed as hazardous on [www.epa.gov](http://www.epa.gov) website. In the event that hazardous chemicals are to be used, Contractor shall provide an Environmental/Pollution Liability policy in an amount acceptable to the City. Contractor shall notify City prior to usage of hazardous chemicals so that adequate insurance coverage is provided prior to usage of such chemicals. Failure to so notify City shall be deemed a material breach of this Contract. Each Occurrence or Claim \$1,000,000; Policy aggregate \$2,000,000.

E. **BUILDER'S RISK INSURANCE (COURSE OF CONSTRUCTION) OR INSTALLATION FLOATER:** Insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions. (If applicable).

**SPECIAL REQUIREMENTS:** The Commercial General Liability and Business Auto insurance (other than worker's compensation) policy shall name the "City of North Port", a Florida municipality, as an "additional insured." This MUST be written in the description of operations section of the insurance certificate, even if there is check-off- box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Contract. Contractor's or subcontractor's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

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

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

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

**POLICY FORM:**

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

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

3. Each insurance policy required by this Contract shall:

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

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

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

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

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

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

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

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

## **8. INDEMNITY:**

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

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

## **9. CONTRACTOR'S AFFIDAVIT:**

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

## **10. TERMINATION AND DEFAULT**

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



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

B. In the event that the Contractor has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.

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

D. The City Manager or designee reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor or an assignment is made for the benefit of creditors.

E. In the event Contractor breaches this Contract, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:

1. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Contract;
2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
4. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
5. Claims made, or likely to be made, against the City or its property;
6. Loss caused by the Contractor;
7. The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.
8. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.
9. In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement, and are not waived by final payment and/or acceptance.



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

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

**16. NON-DISCRIMINATION:**

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

**17. ASSIGNMENT:**

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

**18. NOTICES:**

Any notice, demand, communication, or request required or permitted hereunder shall be sent by certified mail, return receipt requested, and shall be mailed to (faxed and e-mailed provided below):

**As to CITY**

Project Manager  
City of North Port Public Works  
1100 N. Chamberlain Blvd.  
North Port, Florida 34286  
Tel: 941.240.8320  
Fax: 941.240.8073  
[BNEWMAN@cityofnorthport.com](mailto:BNEWMAN@cityofnorthport.com)

**As to CONTRACTOR**

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

**19. WAIVER:**

No delay or failure to enforce any breach of this Contract by either City or Contractor shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**20. ATTORNEY'S FEES:**

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

**21. GOVERNING LAW, VENUE AND SEVERABILITY:**

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

**22. PARAGRAPH HEADINGS:**

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

**23. ENTIRE AGREEMENT:**

This Contract (with all referenced plans, attachments, addenda and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. In the event of any conflict between the provisions of this Contract and the RFB or 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 Adkins, City Clerk, MMC  
Manager**

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

**Jonathan R. Lewis, ICMA-CM, City**

**APPROVED AS TO FORM AND CORRECTNESS:**

**By:** \_\_\_\_\_  
**Mark Moriarty, City Attorney**

**CONTRACTOR**

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

**Witness:**\_\_\_\_\_

\_\_\_\_\_  
**Print**

\_\_\_\_\_  
**Title**