



CITY OF NORTH PORT  
FINANCE DEPARTMENT/PURCHASING DIVISION  
4970 CITY HALL BLVD, STE 337  
NORTH PORT, FLORIDA 34287  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [PURCHASING@NORTHPORTFL.GOV](mailto:PURCHASING@NORTHPORTFL.GOV)



DECEMBER 18, 2024  
ADDENDUM 2

TO: PROSPECTIVE BIDDERS

RE: REQUEST FOR BID NO. 2025-15 BRIDGE NO. 175001 PAN AMERICAN BOULEVARD OVER R-226 BRIDGE REHABILITATION

BID OPENING: JANUARY 15, 2025, AT 2:00 PM City of North Port – City Hall  
**ALL BIDS MUST BE DATE AND TIME STAMPED AT THE CUSTOMER CARE CALL CENTER, 1<sup>st</sup> FLOOR, CITY HALL, FIRST, AND THEN ARE OPENED IN ROOM 244, 2<sup>ND</sup> FLOOR AT CITY HALL.**  
*Late bids will be rejected and will not be considered for award.*

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

**SECTION I: QUESTIONS/ANSWERS:**

- 1Q: **Would the City accept FDOT Certified Contractor in lieu of the GC License? FDOT Certification in Minor Bridge Repairs**
- 1A: The Florida General Contractor license is still required.

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

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

Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.  
End of Addendum No. 2



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DECEMBER 17, 2024

**ADDENDUM 1**

**TO: PROSPECTIVE BIDDERS**

**RE: REQUEST FOR BID NO. 2025-15 BRIDGE NO. 175001 PAN AMERICAN BOULEVARD OVER R-226 BRIDGE REHABILITATION**

**BID OPENING: JANUARY 15, 2025, AT 2:00 PM City of North Port – City Hall**

***ALL BIDS MUST BE DATE AND TIME STAMPED AT THE CUSTOMER CARE CALL CENTER, 1<sup>ST</sup> FLOOR, CITY HALL, FIRST, AND THEN ARE OPENED IN ROOM 244, 2<sup>ND</sup> FLOOR AT CITY HALL. Late bids will be rejected and will not be considered for award.***

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

**SECTION I: QUESTIONS/ANSWERS:**

1Q: Is there an engineers estimate for this project?

**1A: \$513,000**

2Q: Are there any mandatory DBE/minority goals required to bid on this project?

**2A: No.**

3Q: Can you please confirm the bid due date? Bid solicitation states **January 7, 2024**;but demandstar notes **January 15, 2025**. Please advise.

**3A:** We acknowledge the error, ~~DELETE, January 7, 2025~~, in the solicitation. The Bid opening remains scheduled for **January 15, 2025**.

4Q: the specifications regarding the protection scope of work. It calls out for the CP specialist to have oversight on the entire construction sequence regarding the cathodic protection. For cost efficiency purposes, usually you know will come out to the site. Train the contractor on how to install the wires and then we would come back and verify to check all the wires are installed properly and you know the add-ons and the structures isolated from one another prior to them pouring rather than us just being on site. Permanently throughout all the different phases. And that's purely for cost efficiency reasons. And that's purely for cost efficiency. Is the city OK with that or would they like, you know, the CP specialists to be on site every day throughout the construction season?

4A: The City is accepting of the selected Contractor's CP Specialists not being on site for all CP installation procedures in accordance with Section T457-4.3(2) of the Technical Special Provision for Galvanic Cathodic Protection Jacket; however, the CP Specialist must provide a sign memorandum that the CP Specialist has knowledge of the Contractor's abilities to install the proposed CP system in accordance with the contract documents. This should include examples of past work. Additionally, this does not relieve the CP Specialist of the requirements of providing a signed CP Report, all continuity testing, and all other items requiring their certification per the specifications. These items will still need to be provided to the City with the CP Specialists certification.

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

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Alla V. Skipper, CPPB  
Senior Contract Administrator  
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Tel: 941.429.7172  
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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



## Request for Bid No. 2025-15

Bridge No. 175001 Pan American Boulevard over  
R-226 Bridge Rehabilitation



CITY OF NORTH PORT  
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 4970 CITY HALL BLVD  
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 Office: 941.429.7170  
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 Email: [purchasing@northportfl.gov](mailto:purchasing@northportfl.gov)



**NOTICE OF AVAILABILITY OF BID SPECIFICATIONS**

**REQUEST FOR BID NO. 2025-15  
 BRIDGE NO. 175001 PAN AMERICAN BOULEVARD OVER R-226 BRIDGE REHABILITATION**

The City of North Port will be requesting sealed bids from a licensed and experienced Contractor capable of performing bridge rehabilitation services at **BRIDGE NO. 175001 PAN AMERICAN BOULEVARD OVER R-226 BRIDGE REHABILITATION**.

**NON-MANDATORY PRE-BID MEETING: DECEMBER 10, 2024, AT 1:00 PM  
 4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA**

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

**BID OPENING: JANUARY 15 , 2024, AT 2:00 PM**

**City of North Port – City Hall**

***ALL BIDS MUST BE DATE AND TIME STAMPED AT THE CUSTOMER CARE CALL CENTER, 1<sup>st</sup> FLOOR, CITY HALL, FIRST, AND THEN ARE OPENED IN ROOM 244, 2<sup>ND</sup> FLOOR AT CITY HALL. Late bids will be rejected and will not be considered for award.***

Information regarding this project may be viewed and downloaded from Demandstar's website at [www.demandstar.com](http://www.demandstar.com). The only place to obtain the addenda is on [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the City website at [www.Northportfl.gov](http://www.Northportfl.gov). Bid specifications, attachments/exhibits are posted on the City FTP site at [www.northportfl.gov/filesshare](http://www.northportfl.gov/filesshare) (**select the Purchasing Folder and scroll to Project RFB 2025-15**). If you have any questions, concerns, or problems accessing the bid package using the link, please contact Alla V. Skipper, Senior Contract Administrator at 941.429.7172. Requests for additional information or clarification regarding the specifications must be sent via email to [purchasing@Northportfl.gov](mailto:purchasing@Northportfl.gov). No verbal requests will be honored. All questions and clarifications must be submitted via e-mail by **December 30, 2024, by 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 DATES: November 21, 2024**

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

## TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
NOTICE OF AVAILABILITY OF BID SPECIFICATIONS (LEGAL NOTICE)	_____
STATEMENT OF NON-SUBMITTAL	_____
<b><u>SECTION I:</u></b> INSTRUCTION TO BIDDERS	_____
<b><u>SECTION II:</u></b> GENERAL PROVISION	_____
<b><u>SECTION III:</u></b> SPECIAL PROVISIONS	_____
<b><u>SECTION IV:</u></b> EXHIBITS (SEPARATE ATTACHMENTS)	_____
<b>EX.1</b> Contract Drawings (21 Pages)	
<b>EX.2</b> Technical Specifications (31 pages)	
<b>EX.3</b> SWFWMD ERP Permit	
<b>EX.4</b> U.S. Army Corps of Engineers Permit	
<b>EX.5/CF-3</b> Bid Tabulation	
<b><u>SECTION V:</u></b> CITY FORMS	_____
<b>CF-1:</b> Bidder checklist (THIS CHECKLIST)	
<b>CF-2:</b> Sealed Bid Label (if not using the provided label on the next page, please make sure all information is provided on envelope as label).	
<b>CF-3/EX.5:</b> Bid Schedule (Excel format, separate document) – DO NOT RECREATE SPREADSHEET ➤ Must complete the entire schedule, print original, copy, and save on USB drive in excel format.	
<b>CF-4:</b> Bid Form	
<b>CF-5:</b> Statement of Organization	
<b>CF-6:</b> Addenda Acknowledgement and Bid Bond Terms	
<b>CF-7:</b> City Bid Bond Form (DO NOT RECREATE AND ONLY USE THIS FORM)	
<b>CF-8:</b> Equipment and Source of Supply List	
<b>CF-9:</b> Qualifications and Experience Form	
<b>CF-10:</b> Insurance acknowledgement	
<b>CF-11:</b> Certification Regarding Lobbying	
<b>CF-12:</b> Non-Collusive Affidavit	
<b>CF-13:</b> Conflict of Interest Form	
<b>CF-14:</b> Public Entity Crime Information	
<b>CF-15:</b> Drug-Free Workplace Form	
<b>CF-16:</b> The Florida Trench Safety Act	
<b>CF-17:</b> Scrutinized Company Certification Form	
<b>CF-18:</b> Vendor's Certification For E-Verify System	
<b>CF-19:</b> Performance and Payment Bond Terms (Does not need to be submitted with bid)	
<b>CF-20:</b> Performance and Payment Bond Form (attached for use after award, does not need to be submitted with bid)	
<b>CF-21:</b> Human Trafficking Affidavit	
<b>CF-22:</b> Foreign Entities of Concern Affidavit	
<b><u>VI. CONSTRUCTION CONTRACT TEMPLATE</u></b> – SAMPLE ONLY-SUBJECT TO UPDATES	_____

**STATEMENT OF NON-SUBMITTAL**

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

We, the undersigned, have declined to submit a bid on the requested Request for **Bid NO. 2025-15 BRIDGE NO. 175001 PAN AMERICAN BOULEVARD OVER R-226 BRIDGE REHABILITATION Project:**

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:** \_\_\_\_\_ **E-MAIL ADDRESS:** \_\_\_\_\_

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

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

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

## SECTION I. INSTRUCTIONS TO BIDDERS

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

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

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



## INSTRUCTIONS TO BIDDERS

1. **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.

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

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

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

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

3. **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.

4. **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.

5. **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.

6. **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.

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

8. **SUBCONTRACTORS AND SUPPLIERS:** All contracts between the Contractor and any subcontractor that the Contractor hires must conform to the provisions of this Contract and the Contract Documents. The Contractor must incorporate the requirements of this Contract in the subcontracts. The Contractor must furnish the City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to the City's approval. No change in subcontractors or suppliers will be made without written consent and approval from the City. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.

9. **RELEASE OF LIENS:** The Contractor is required to pay all money due to subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

#### 10. **PREPARATION AND SUBMISSION OF BID FORM**

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

**Bid Bond:** Each bid must be accompanied by a bidder's bond or Cashier's check with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents. Cashier's checks will be returned to all bidders after award of bid.

**Bid Documents:** Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, **CUSTOMER CARE CALL CENTER, 1<sup>st</sup> FLOOR, CITY HALL**, North Port, Florida 34286. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the bidder. All interested firms are required to submit one (1) original and one (1) copy of their completed bid offer.

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

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

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

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

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

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

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

11. **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.

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

**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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **TERMINATION OF CONTRACT:**

- A. Termination With or Without Cause. The City Manager or designee may terminate the work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
  - (1) Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.
  - (2) Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
  - (3) The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.
  - (4) The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any

circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.

- B. Termination For Convenience: The City reserves the right, in its best interest as determined by the City, to cancel this Contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Contract is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Contract through the termination date specified in the written notice of termination. The Contractor acknowledges and agrees that Contractor has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by the Contractor, for City's right to terminate this Contract for convenience. The Contractor will not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.
- C. Termination for Non-Appropriation. The parties acknowledge and agree that the financial obligations of the City in this Contract, or any subsequent contract entered into or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.
- D. Termination for Abandonment. If the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.
- E. Contractor's Termination. The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- F. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- G. Breach. In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:
  - (1) The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;
  - (2) The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;

- (3) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;
  - (4) The Contractor's failure to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers;
  - (5) Claims made, or likely to be made, against the City or its property;
  - (6) Loss caused by the Contractor;
  - (7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
  - (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.
- H. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.
- I. Payment Adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.
- J. E-Verify Violation.
- (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
  - (1) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
  - (2) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.
- K. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

**19. 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.

20. **LAWS AND REGULATIONS:** Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The Contractor must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of the work required. If any of the Contract documents are at variance with any law or regulation, the Contractor must notify the City promptly upon discovery.

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

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

21. **LICENSES AND PERMITS:** The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the work, and pay any related fees.

22. **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.

23. **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.

24. **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.

25. **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.

26. **EQUAL EMPLOYMENT OPPORTUNITY:** The City of North Port, Florida, consistent with the provisions of Title VII of the Civil Rights Act of 1964 ("Title VII") and the regulations issued pursuant to Title VII and Florida Statutes Section 287.09451, states that in any contract entered into pursuant to the advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to the advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

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

28. 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.

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

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



- (3) Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and if the Contractor does not transfer the records to the City following completion of the Contract, the Contractor must maintain the project records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- (4) Upon completion of the Contract, transfer, at no cost to the City, all public records in the Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor must comply with all applicable requirements for retaining public records.
- (5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, PUBLICRECORDSREQUEST@NORTHPORTFL.GOV.**
- (6) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

**30. FORCE MAJEURE:** Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

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

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

- (f) The non-performing party provides written notice within five (5) calendar days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
- (g) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

(h) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and

(i) **The non-performing party uses all reasonable diligence to remedy its inability to perform.**

Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

36. **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.

37. **PERFORMANCE/PAYMENT BOND:**

- A. Performance and Payment Bond. The Contractor must provide a performance and payment bond in the form prescribed in Florida Statutes Section 255.05, in the amount of one hundred percent (100%) of the Contract Price, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the surety company:
  1. Is licensed to do business in the State of Florida;
  2. Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
  3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
  4. Is otherwise in compliance with the provisions of the Florida Insurance Code;
  5. Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
  6. Has a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
  7. Has an underwriting limitation of at least two times the dollar amount of the Contract Price.
- B. Substitute Bond Required. If the surety company for any bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by this Contract, the Contractor must, within five (5) calendar days thereafter, substitute another bond and surety company, both of which are subject to the City's approval.
- C. Surety Acceptance of Terms. The Contractor warrants that the Contractor delivered this Contract to the surety prior to execution of the bond, and that the surety company acknowledged that it has read the surety qualifications and surety obligations imposed by this Contract and satisfies all conditions.

- D. Delivery of the Bond. The Contractor must provide the required performance and payment bond to the City within ten (10) calendar days of the Effective Date. The Contractor's failure to provide the bond timely constitutes a default. Pursuant to Section 2-404 of the Code of City of North Port, Florida, upon default, the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the Contractor the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. The default is only curable at the option of the City.
- E. Recording the Bond. The Contractor is responsible and bears all costs associated with recording the required bond or security with the Sarasota County Clerk of the Circuit Court. The Contractor must furnish the receipt for and certified copy of the recorded bond to the Purchasing Division at the time of the pre-construction meeting. The default is only curable at the option of the City.

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

39. **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.

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

41. **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.

42. **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.

43. **AUDIT:** City shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of five (5) years from the date of final payment.

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

45. **E-VERIFY:** The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or

subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

46. **EMPLOYEE BACKGROUND CHECK:** If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

47. **PAYMENT:**

A. Payment Requests. The Contractor must use a City approved form for all payment requests, along with an updated work schedule reflecting the progress of all work. Payment requests must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). The Contractor's payment request must include any changes approved in previous payment requests.

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

C. Timing of Payments; Retainage. The City will not make payments to the Contractor more frequently than monthly. Payment must be based on the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage. The City must inform the Contractor's surety of any reduction in retainage. Retainage may be reduced upon issuance of the Certificate of substantial completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.

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

48. **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.

49. **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.

50. **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.

**51. SCRUTINIZED COMPANIES:**

A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

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

- (a) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
- (b) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
- (c) It is not engaged in business operations in Cuba or Syria.

C. **PENALTY:**

- 1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
- 2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
- 3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

52. **RELEASE OF LIENS:** The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the City, certifying that all payrolls, material bills, her indebtedness incurred by the Contractor in connection with this project have been paid in full.

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

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

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

ideological interests.

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

Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The City or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the City. Contractor shall ensure the City has these same rights with subcontractors and suppliers.

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

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

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

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

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

59. **FOREIGN ENTITY OF CONCERN COMPLIANCE WITH FLORIDA STATUTE 287.138**

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

(a) "Controlling interest" means possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. A person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or is entitled to 25 percent or more of its profits is presumed to possess a controlling interest.

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

(c) "Foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

(d) "Governmental entity" means any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, but not limited to, the Commission on Ethics, the Public Service Commission, the Office of Public Counsel, and any other public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency.

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

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

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

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

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

#### 60. **HUMAN TRAFFICKING** - Florida Statutes Section 787.06(13)

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

61. **LOCAL PREFERENCE:** Bidder may claim 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 or North Port 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 and North Port 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 and North Port 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 and North Port 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 and North Port 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.

**END OF SECTION I**

## SECTION II. GENERAL PROVISIONS

### 1. SCOPE OF WORK

**1.1 Intent of Contract:** Bid forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including but not limited to labor, transportation, supervision, electricity, water, equipment, startup, testing, training, and all other work needed for a complete and operational system, as described in the Technical Specifications and/or shown on the Contract Drawings attached herewith. The City reserves the right to establish the exact limits of work in the field and to add or delete from the Project, as it deems necessary.

The intent of the Technical Specifications and Contract Drawings is to describe a complete project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the City and the Contractor. They may be altered only by addendum or change order approved by the City.

#### 1.2 Definitions:

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

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

**1.2.3** The Contract Documents consist of the Contract, A Request for Bids and all Addenda, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications (if applicable), Insurance Requirements, Construction Drawings & Plans (if applicable), Bid Form, Bid Schedule, and all other related and included City Forms and documents, including all modifications thereof incorporated in the documents before their execution. These form the Contract.

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

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

**1.2.6** The term "work" as it pertains to the contract shall include all supplies, materials and transportation, as well as all equipment and labor necessary to complete each pay item as described in the Specifications of this contract.

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

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

**1.2.8** All tie limits stated in the Contract documents are of essence to the Contract.

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

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

All work for this project shall be performed during regular business hours. A regular workday shall be considered to be a maximum of eight and one half (8.5) hours duration. The cost for inspection time for work performed on weekends, holidays, or in excess of ten (10) hours may be billed to the Contractor at the prevailing wage plus overhead costs for those persons involved.

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

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

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

## **2. PROSECUTION AND PROGRESS**

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

**2.2 Pre-construction 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 and 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 Division. 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.

**2.4 Submission of Work Schedule/Order of Completion:** At the preconstruction meeting, the successful bidder shall have on hand a working schedule for the Project, showing in detail the order in which the Contractor proposes to perform the work. He/she shall indicate the dates on which major equipment will be delivered and various major items of work will start and the estimated completion dates of the major items. Construction Schedule provides additional information for ongoing scheduling requirements associated with this Contract.

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

proposed schedule of values prior to any work being performed.

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

### 3. CONTROL OF THE WORK AND MATERIALS

#### 3.1 Control of Work:

**3.1.1 Plans and Contract Documents:** If required for the project, the Contractor will be furnished a universal USB drive and four (4) signed and sealed 11"x17" copies of the Plans, Technical Specifications, General and Special Provisions. Additional signed & sealed copies, if needed to obtain permits for the Work associated with this Contract, will be submitted upon written request. Other copies that may be needed by the Contractor shall be produced by the Contractor at his own expense; or, the Contractor may request additional full-size hardcopy of the plans for a cost of \$50.00 for each set of plans. Check shall be written out to North Port Utilities (NPU) and brought to Utilities' Field Office in exchange for plans.

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

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

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

**3.1.3.2** Amendments and or Change Orders

**3.1.3.3** Contract Documents and Addenda but excluding Construction Plans:

**3.1.3.3.1** General Provisions

**3.1.3.3.2** Special Provisions

**3.1.3.3.3** Technical Specifications

**3.1.3.4** Construction Plans

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

**3.1.3.4.2** Detail drawings govern over general drawings.

**3.1.3.4.3** Addenda/Change order drawings govern over Contract documents.

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

**3.1.3.6** FDOT Standard Specifications, for Road & Bridge Construction, latest edition Division II and Division III (if applicable).

**3.1.3.7** North Port Utilities Standard Details and Specifications

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

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

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

**The City has the authority to:**

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

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

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

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

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

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

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

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

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

**3.1.10 City May Stop the Work:** If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or 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.

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

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

The Contractor's Superintendent shall be present on the job site **at all times** while work is in progress, and shall be available by phone for emergencies twenty-four hours per day, seven days per week. Failure to

observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

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

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

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

**3.1.16 Permits and Regulations:** Permits and licenses necessary for the prosecution of the work shall be secured by the Contractor 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 obtain and provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the necessary agreements to the City, the City will direct the Contractor in writing to immediately cease using such property.

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

**3.1.18 Changes in the Work:** The City, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly.

Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Contract.

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

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

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

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

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

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

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

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



(7) calendar days written notice to the City, stop work and terminate this Contract.

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

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

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

**3.1.25.1** Defective Work not remedied.

**3.1.25.2** Claims filed or evidence indicating probable filing of claims.

**3.1.25.3** Failure of the Contractor to make payment properly to Subcontractors or for material/labor.

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

**3.1.25.5** Damage to another Contractor

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

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

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

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

**3.1.29 Separate Contracts:** The City reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of the work, and shall properly connect and coordinate his/her work with theirs. If any part of the Contractor's work depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the City any defects in such work that render it unsuitable for such proper execution and results. His/her failure to so inspect and report shall constitute an acceptance of the other Contractors work as fit and proper for the reception of his work, except as to defects, which may develop on the other Contractor's, work after execution of his work.

**3.1.30 Subcontractors:** The Contractor shall provide a list of Subcontractors with his/her proposal for approval. The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions

of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between City or City's Engineer of Record and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of City or City's Engineer of Record to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. City or City's Engineer of Record may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.

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

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

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

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

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

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

- The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power in regard to terminating any subcontract that the City may exercise over the Contractor under any provisions of the Contract Documents.
- The City, City's Representative, or Engineer will not undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.
- If in the opinion of the City, City's Representative, or Engineer, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

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

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

**3.1.33 Cleaning Up:** The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged

areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

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

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

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

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

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

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

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

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

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

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

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

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

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

**3.1.43 Traffic Control:** The Contractor shall comply with the National Committee on Uniform Traffic Control and Devices (NCUTCD) standards established by the Federal Highway Commission and the 2016 (or most current) FDOT Standards for Traffic Control Through Work Zones and maintain safe conditions at all times.

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

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

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

**3.1.46 Report of Differing Conditions:** If the Contractor believes that any technical data on which he/she relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify the City in writing about the inaccuracy of difference. The City will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to the Contractor) of the City's findings and conclusion. Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

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

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

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

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

## **3.2 Storage of Materials**

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

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

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

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

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

**3.2.6** Provided the above conditions are met, the stored materials may be included in a subsequent Application for Payment if the Contractor also complies with the following:

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

**3.2.6.2** Evidence that proper storage security is provided.

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

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

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

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

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

**3.2.10** The Contractor warrants that title to all of the Work or Stored Materials covered by the Application for Payment will pass to the City either by incorporation in the Project or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security, interest or encumbrance; and that none of the Work and none of the Stored Materials covered by the Application for Payments will have been acquired by the Contractor, or by any other person performing the Work at the site or providing materials and equipment to the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such person.

**3.2.11** In the event stored materials which City is paying for in advance of their being installed or incorporated into the Project pursuant to this Paragraph are not installed or incorporated into the Project within thirty (30) days of when they are delivered to the site, Contractor shall not be entitled to payment for any future stored materials on this Project and the amounts previously approved for payment for said materials shall be deducted from the Contractor's next application for payment.

## **END OF SECTION II**

### SECTION III. SPECIAL PROVISIONS

**SP-01 INTENT:** It is the intent of the City of North Port (hereinafter referred to as "City") to secure the services of a professional, licensed, and qualified Contractor capable of performing bridge rehabilitation services for the City property at Pan American Boulevard and R-226.

These specifications are intended to provide the information by which prospective bidders may understand the minimum requirements of the City of North Port relative to entering into a contract to furnish construction services for select City properties within the boundaries of the City of North Port.

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

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

Park vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line, always outside of the applicable clear zone, and not in conflict with sidewalks. Conduct service and supply operations as close to the right-of-way line as possible.

**SP-03 CONSTRUCTION SCHEDULE:** The work will be substantially complete within **150 calendar days** with final completion within **30 calendar days** after attaining Substantial Completion as established by the City. The date for **Final Completion** of the Project shall be established as **180 calendar days after** Notice to Proceed.

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

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

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

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

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

- The Contractor shall submit for City approval a paper copy and electronic copy of a Construction Schedule prepared using City approved software, and a Schedule of Progress Payment Requests.
- The Contractor shall also submit all other materials or mix designs, which will be used by the Contractor for this Contract.

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

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

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

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

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

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

**SP-07 CONTRACT TIME:** The Contractor specifically agrees that it will commence operations within a mutually agreed upon time following notification by the City to commence work and that all work to be performed under the provisions of this Contract shall be completed not more than **(180) calendar days after** Notice to Proceed; subject only to delays caused through no fault of the Contractor or acts of God. Time is of the essence in the performance of this Contract. The contract time includes up to fourteen (14) calendar days for City and/or City's Engineer of Record review of each submittal and resubmittal. There shall be no extension of time provided for modification and corrections or re-submittals to address deficiencies therein identified during the review by the City and/or City's Engineer of Record.

The work will be substantially complete within **(150) calendar days**; with final completion within **30 calendar days** after attaining Substantial Completion as established by the City. City shall provide the Contractor with a listing of items to be corrected or completed (punch list) after Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the City by the Contractor to meet his/her obligations under the Contract. The Contractor shall complete all items on the punch lists to the satisfaction of the



City prior to submittal of the application for final payment.

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

**SP-08 PROJECT COMPLETION:** Project final completion shall be defined as “the stage in the progress of the Work where the Work is complete in accordance with the Contract Documents so that the City can begin to utilize the Work for its intended use, all punch list items are complete, and the Contractor has completely demobilized from the project area.” Project final completion shall not be more than **180 calendar days**.

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

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not completed within the contract time as required by SP-07 “Contract Time”. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure **One-Thousand Six-Hundred and Eighty-Five Dollars (\$1,685.00)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Completion of the work.

For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the City will count default days in calendar days. If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the City may have granted the Contractor or, in case of his default, the surety shall pay to the City, not as a penalty, but as liquidated damages, in the amount of **\$1,685.00** per calendar day in which work is not completed.

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

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

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

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

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

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

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

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

**SP-12 SAFETY AND PROTECTION:**

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:
  - i. All employees on the work and other persons or organizations who may be affected thereby.
  - ii. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site.
- B. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation or replacement in the course of construction. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of person or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- C. All personnel working within the City's right-of-way shall at all times wear City approved safety vests, including personnel who may only briefly be out of their vehicle (i.e., supervisors, truck drivers).
- D. No open excavations are allowed on the project. Any pipe installation shall be backfilled properly the same day of work on such pipe area to allow safe passing of pedestrians and vehicles. The Contractor shall immediately remove any personnel who fail to conform to this requirement.
- E. Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by Contractor to City.

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

**Contingency:** An amount added to an estimate to allow for items, conditions, or events for which the state, occurrence, or effect is uncertain and that experience shows will likely result, in aggregate, in additional costs. All

contingency items will require approval from the Purchasing Manager or designee, the Finance Director and City Manager prior to any work being performed.

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

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

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

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

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

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

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

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

**SP-15 AVAILABILITY OF LANDS:** Work is planned to occur within the City's right of way. Parcel number 0997-00-0213 at the southeast corner of Pan American Boulevard and Merrill Street will be available to the Contractor

for use as a staging area during the duration of the project. It is the Contractor's responsibility to ensure that any equipment or materials stored on the site is properly secured and presents no harm or impact to the public or surrounding parcels. The City is not responsible for theft, damage, injury, or other losses incurred by the use of this staging area. The parcel and all City right of way must be restored to its original condition, or better, upon project completion as per SP-30 "CITY RIGHT-OF-WAY RESTORATION".

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

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

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

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

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

**SP-19 SPECIFICATIONS AND PLANS:** Information regarding this project may be viewed and downloaded from DemandStar's website at [www.demandstar.com](http://www.demandstar.com). Links to DemandStar are also available from the city website at [www.northportfl.gov](http://www.northportfl.gov). Bid documents are posted on the City FTP site at <https://www.northportfl.gov/filesshare>.

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

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

**SP -22 ROAD/LANE CLOSURE:** Road closures are allowed at the time of installation of approach slabs. Refer to sheets B-15 thru B-17 in the plans. A lane closure request must be submitted in writing five (5) business days in advance of the requested lane closure. The time and length of closure(s) shall be approved by the City of North Port. The Contractor shall provide a Maintenance of Traffic (MOT) Plan for the requested lane closure(s) for review and approval by the City of North Port.

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

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

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

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

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

**SP-26 MISCELLANEOUS ITEMS:** Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous items or accessory is an essential part, and shall be approved by the City's Engineer of Record before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

**SP-27 PRE-CONSTRUCTION VIDEO** No construction shall take place prior to the City's acceptance of the Pre-Installation Video. The video shall thoroughly capture the intended work area as outlined in the Contract Documents. The Pre-construction Video will be used to protect all parties involved in the project.

**SP-28 PERIODIC CLEAN UP AND RESTORATION:** During construction, the Contractor shall regularly remove from site and properly dispose of all accumulated debris and surplus material of any kind that result from their operations. The Contractor shall remove unsightly mounds of earth, large stones, boulders, and debris so the site presents a neat appearance. Burial of construction debris is not permitted. Unused tools and equipment shall be stored at the Contractor's yard or base of operations for the project. When the contract work involves ROWs, private property, roadways, private driveways or access roads, easements and sidewalks, and any site work that may impede pedestrian or vehicular traffic while the installation work is in progress, the Contractor shall backfill, grade, compact, and otherwise restore the area to the basic condition which existed prior to work in order to allow vehicular and pedestrian use. All areas should be restored to their original design grade to facilitate drainage.

**SP-29 CITY RIGHT-OF-WAY RESTORATION:** The ROW restoration includes all procedures to restore the ROW

to a condition equal to or better than the original condition to the satisfaction of the City. The Contractor shall be responsible for restoration of items including but not limited to existing structures, stabilized roads, and ground areas damaged during construction.

**SP-30 LABOR, MATERIALS AND EQUIPMENT:** The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

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

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

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

**SP-31 MATERIALS, EQUIPMENT, PRODUCTS, AND SUBSTITUTIONS:** Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the Contractor. The Contractor shall submit to the City a list of proposed materials, equipment or products, together with such samples as may be necessary of him to determine their acceptability and obtain his approval. No request for payment for “or equal” equipment will be approved until this list has been received and approved by the City.

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered per 40 CFR 33.255(c) as referenced in Chapter 62-552, FAC. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the City, such material, article, or piece of equipment is of equal substance and function to that specified, the City may approve its substitution and use by the Contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

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

Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alteration, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the Contractor.

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

**SP-32 USE OF PREMISES:** The Contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of City, and shall not unnecessarily encumber any part of the site.

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

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

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

**SP-33 SURVEY:** All survey monuments and benchmarks that may be disturbed during construction shall be referenced and replaced by the Contractor. All monuments and benchmarks disturbed or destroyed by the Contractor or any of his forces through accident or negligence shall be replaced by a Florida Licensed Professional Land Surveyor at the Contractor’s expense.

**SP-34 MANUFACTURER’S LITERATURE:** Manufacturer’s literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition

including addenda in effect on the date of Bid.

**SP-35 BRAND NAMES:** Brand names where used in the technical specifications, are intended to denote the standard of quality and performance required of the particular material or product. The term “equal” or “equivalent”, when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the City’s Engineer of Record, as the material or product so specified. The City’s Engineer of Record must approve proposed equal items before they are purchased or incorporated in the Work.

**SP-36 RECORD DRAWINGS:** The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Record Drawings shall list all equipment removed from existing facilities. These shall be available to the City, City’s Representative, City’s Engineer of Record, and shall be delivered by him to the City upon completion of the Project. It shall be used for this purpose only. Final payment will not be made until receipt and approval by the City of Record Drawings.

**SP-37 RECORD DRAWINGS CERTIFICATION:** The certification statement shall be included on the cover sheet of the record drawings as follows:

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

**SP-38 COMPLETION OF THE PROJECT:** The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The City shall determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:

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

**SP-39 STORED MATERIALS:** Payment for stored materials will made in accordance with Section 3.2 of the General Provisions.

**SP-40 PAYMENT ADJUSTMENT:** The following will apply: This Contract will **not** provide for fuel or other payment adjustments due to increase in material costs during the life of the contract.

**SP-41 TERMINOLOGY:** Throughout the Contract Documents, references to City or Owner shall, where appropriate, refer to the City of North Port, a municipal corporation of the State of Florida. References to Public Works refer to the City of North Port’s Public Works Department and are used interchangeably. References to Engineer may, where appropriate, refer to either the City’s Engineer of Record for the Project, or to the City Engineer.



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

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

**SP-42 WORK HOURS:** The Contractor shall conduct work between 7 A.M. and 3:30 P.M. Monday through Friday, which is defined as regular work hours. The Contractor shall not conduct work on Saturdays, Sundays, legal holidays or holidays observed by the City. Work conducted outside of the regular work hours and days shall be permitted only with written permission from the City. Any additional cost incurred by North Port Public Works and/or the Engineer of Record for work outside these hours will be paid by the Contractor.

**SP-43 NOTIFICATIONS OF 48 HOURS:** Wherever the technical specifications or plans indicate a minimum of 48 hours' notice to Owner/City or Engineer, this special provision shall prevail dictating a minimum of three (3) business days' notice to Owner/City or Engineer.

**SP-44 QUALIFICATIONS/REFERENCES:** Contractor shall submit a minimum of three (3) recent (**within the past five (5) years**) references of projects of similar size and scope.

- Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date.

The Contractor/Subcontractor qualification requirements include the following criteria:

- Successful completion of bridge construction or bridge rehabilitation.

The City reserves the right to contact references. Bidder is referred to MINIMUM QUALIFICATIONS AND REFERENCE FORM included later herein. Please provide accurate telephone and e-mail address for contact person.

**SP-45 LICENSE(S) REQUIREMENT:** Certified General Contractor

**SP-46 CITY'S STATUS:** The City shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The City shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. The City has the authority as follows:

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

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

**SP-47 FLORIDA STATUTE. SEC. 255.0993 - PUBLIC WORKS PROJECTS; UNITED STATES-PRODUCED IRON AND STEEL PRODUCTS:** The State of Florida requires that iron or steel product permanently incorporated in certain public works projects be produced in the United States. See § 255.0993, Fla. Stat. (2024). Contractor must carefully review the technical specifications to determine whether and how this requirement applies to this project and prepare its bid accordingly. Contractors' failure to account for this requirement in its bid will not justify a later change to the Contract Price.

**SP-48 CRITERIA FOR AWARD:** The award of this bid shall be to the lowest responsive, responsible bidder meeting the requirements of the specifications and provisions set forth herein. Other consideration(s) of award shall be local

preference and references. Any unfavorable references may be cause to deem bidder non-responsive.

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

**END OF SECTION III**

SECTION IV:

EXHIBITS

**EX.1** Contract Drawings (21 Pages)-  
**SEPARATE ATTACHMENT**

## **EX.2** TECHNICAL SPECIFICATIONS (31 PAGES)

September 4, 2024  
PREPARED BY: Scott Betz, P.E.  
CHECKED BY: Lucio Martinez, PE



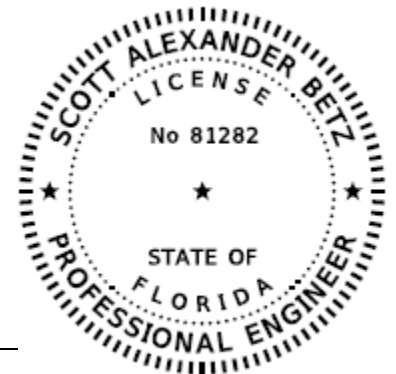
SPECIFICATIONS PACKAGE  
PAN AMERICAN BOULEVARD BRIDGE REHABILITATION  
FINANCIAL PROJECT ID(S) – N/A

DISTRICT ONE  
CITY OF NORTH PORT, SARASOTA COUNTY

For Contract General Provisions and Special Provisions, refer to the City of North Port Request for Bid No. 2024-32. The FY 2023-24 Edition of the Florida Department of Transportation Standard Specifications, Divisions II and III are referenced and revised as follows:

*I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.*

This item has been digitally signed and sealed by Scott A. Betz, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



Date: September 4, 2024  
State of Florida,  
Professional Engineer, License No.: 81282  
Firm/Agency Name: Kisinger Campo & Associates, Corp.  
Firm/Agency Address: 201 N. Franklin Street, Suite 400  
City, State, Zip Code: Tampa, FL 33602  
Page(s): 1 - 31

<b>SPECIAL PROVISIONS .....</b>	<b>3</b>
CONTROL OF MATERIALS - SOURCE OF SUPPLY .....	4
LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (MANATEE). .....	4
LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – INSECTICIDES AND HERBICIDES. ....	5
CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS.....	5
MOBILIZATION. ....	6
MAINTENANCE OF TRAFFIC – SITE SPECIFIC. ....	6
MAINTENANCE OF TRAFFIC – REMOTELY PROGRAMMABLE PORTABLE CHANGEABLE MESSAGE SIGNS.....	9
MILLING OF EXISTING ASPHALT PAVEMENT - STOCKPILING.....	10
MILLING OF EXISTING ASPHALT PAVEMENT - EQUIPMENT.....	10
<b>SUPPLEMENTAL SPECIFICATIONS.....</b>	<b>11</b>
110-70 REMOVAL OF FLEXIBLE PAVEMENT.....	12
<b>APPENDICES .....</b>	<b>13</b>
TECHNICAL SPECIAL PROVISIONS. ....	14
SECTION T401 CONCRETE RESTORATION .....	16
SECTION T457 GALVANIC CATHODIC PROTECTION JACKETS.....	20
<b>THIS COMPLETES THIS SPECIFICATIONS PACKAGE .....</b>	<b>31</b>

# **SPECIAL PROVISIONS**

## **CONTROL OF MATERIALS - SOURCE OF SUPPLY**

**(REV 8/9/24) (8-24)**

SUBARTICLE 6-5.2 is deleted and the following substituted:

**6-5.2 Source of Supply:** Comply with requirements of F.S. 255.0993 – Public Works Projects; United States-produced Iron and Steel Products.

## **LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – LAWS TO BE OBSERVED - COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS (MANATEE).**

**(REV 5-13-20) (FA 6-29-20) (FY 2023-24)**

SUBARTICLE 7-1.4 is expanded by the following:

The Department has determined that the project occurs within the known habitat of manatees (*Trichechus manatus*).

The Department will provide instruction at a preconstruction meeting regarding:

1. The presence of the species and manatee speed zones.
2. The appearance, habits and biology of the species.
3. Their protected status.
4. The need to avoid collisions with and injury to the species.
5. The civil and criminal penalties for harming, harassing, or

killing these species.

Advise all work crews of this information.

Operate all vessels at “Idle Speed/No Wake” at all times while in the construction area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. Follow routes of deep water whenever possible.

Do not dredge river bottom for barge access.

Lower all equipment or material to the mudline in a controlled descent. Do not allow freefall of any equipment or material below the water surface.

Use fenders or buoys to prevent entrapping manatees between vessels and other structures.

Maintain taut mooring lines. If slack remains in the line, sleeve the line with PVC.

Advise all on-site project personnel they are responsible for observing water-related activities for the presence of manatees. Follow the requirements posted in the URL address in Spec 7-1.4 when manatees are observed.

1. Sediment or turbidity barriers shall be made of material which manatees cannot become entangled, shall be secured, and shall be monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

2. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the Contractor upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads “Caution: Boaters”, must be posted in a location



conspicuous to boating traffic. A second sign measuring at least 8-1/2 inches by 11 inches, explaining the requirements for “Idle Speed/No Wake” and the shutdown of in-water operations, must be posted in at least one location prominently visible to all onsite project personnel engaged in water-related activities. These signs can be viewed at:

<https://myfwc.com/wildlifehabitats/wildlife/manatee/education-for-marinas/>

## **LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – INSECTICIDES AND HERBICIDES.**

**(REV 5-27-15) (FY 2023-24)**

SUBARTICLE 7-1.7.1 is deleted and the following substituted:

**7-1.7.1 Insecticides and Herbicides:** Use products found on the following website, <http://state.ceris.purdue.edu/>, approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

Procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

All insecticides and herbicides must be applied by, or directly supervised by, an employee who possesses a current Florida Department of Agriculture Commercial Applicator’s license with the categories of licensure in Right-of-Way Pest Control and Aquatic Pest Control. Provide a copy of current certificates, upon request, to the Engineer.

Ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

Comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

Acquire any permits required for work performed on the rights-of-way within the jurisdiction of National Forests in Florida. Contact the Local National Forest Ranger District, or the United States Department of Agriculture (USDA) office for the proper permits and subsequent approval.

Acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

## **CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS.**

**(REV 1-28-15) (FY 2023-24)**

SUBARTICLE 100-1 is expanded by the following:

Clearly and legibly identify the owner of all equipment on the Department’s right-of-way.

## **MOBILIZATION.**

**(REV 7-29-13) (FY 2023-24)**

SUBARTICLE 101-2.1 is deleted and the following substituted:

**101-2.1 When a Separate Item is Included in the Proposal:** When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the contract unit price for the item of Mobilization.

Payment will be made under the items specified in the Bid Price Proposal.

SUBARTICLE 101-2.2 is deleted and the following is substituted:

**101-2.2 Partial Payments:** When the proposal includes a separate pay item for Mobilization - Lump Sum, partial payment will be prorated based on the percentage of contract amount earned for work completed and accepted by the Department.

## **MAINTENANCE OF TRAFFIC – SITE SPECIFIC.**

**(REV 1-26-23) (FY 2023-24)**

SUBARTICLE 102-3.2 is deleted and the following substituted:

**102-3.2 Worksite Traffic Supervisor (WTS):** Provide a WTS who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate WTS when necessary.

The WTS must meet the personnel qualifications specified in Section 105.

The WTS is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary.

The Department may disqualify and remove from the project a WTS who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

SUBARTICLE 102-3.3 is deleted and the following substituted:

**102-3.3 Lane Closures:** Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Engineer 15 calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

SUBARTICLE 102-5.5 is deleted and the following substituted:

**102-5.5 Crossings and Intersections:** Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the work. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, submit to the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

SUBARTICLE 102-9.1 is deleted and the following substituted:

**102-9 Temporary Traffic Control Devices.**

**102-9.1 General:** Use only devices that are listed on the APL and use in conformance with the APL drawings. Immediately remove or cover, using any method of covering approved by the Engineer, any existing or temporary devices (e.g. signs) that do not apply to current conditions.

The use of NCHRP Report 350 Recommended Procedures for the Safety Performance Evaluation of Highway Features devices purchased prior to January 1, 2020 is permitted on projects let prior to January 1, 2030. All devices manufactured or purchased on or after January 1, 2020 must be MASH compliant in accordance with Section 990.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices and pavement markings are exempt from this requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to allow adequate time to review the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible, and clean. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in the Department's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL:

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97\\_10](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10).

Pedestrian Longitudinal Channelizing Devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL:

[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2).

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

SUBARTICLE 102-9.1.1 is deleted.

SUBARTICLE 102-11.1 is deleted and the following substituted:

**102-11.1 General:** Devices installed/used on the project on any calendar day or portion thereof, within the Contract Time, including time extensions which may be granted, will be paid for each day or each location.

ARTICLE 102-12 is deleted.

SUBARTICLE 102-13.26 is deleted and the following substituted:

**102-13.26 Maintenance of Traffic:** Price and payment will be full compensation for all work and costs specified under Section 102.

When the proposal does not include separate item(s) for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for

payment under the scheduled items of the overall Contract and no separate payment will be made.

ARTICLE 102-13 is expanded by the following new Subarticle:

**102-13.27 Payment Items:** Payment will be made under the items shown in the Bid Price Proposal.

**MAINTENANCE OF TRAFFIC – REMOTELY PROGRAMMABLE PORTABLE CHANGEABLE MESSAGE SIGNS.**

**(REV 9-22-20) (FY 2023-24)**

SUBARTICLE 102-9.12 is deleted and the following substituted:

**102-9.12 Portable Changeable Message Sign (PCMS):** Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Standard Plans to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and it visible to motorists from 1/2 mile, or a distance approved by the Engineer, under both day and night conditions. Use PCMS with a minimum letter height of 18 inches. For facilities with posted speed limits of 45 mph or less, PCMS with a minimum letter height of 12 inches may be used.

For roadways with speed limits greater than 45 mph, the message displayed on the PCMS must be unobstructed from 800 feet. For roadways with speed limits of 45 mph or less, the message displayed must be unobstructed from 650 feet.

Furnish remotely programmable PCMS (RPPCMS) at locations as directed by the Department. Provide RPPCMS utilizing a high speed cellular data network for communication. RPPCMS must be web-based controlled and SunGuide compatible to be remotely controlled by Department staff.

SUBARTICLE 102-11.14 is deleted and the following substituted:

**102-11.14 Portable Changeable Message Sign:** The quantity to be paid at the Contract unit price will be for the number of PCMSs, RPPCMSs, or truck mounted changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the Contract Time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

SUBARTICLE 102-13.13 is deleted and the following substituted:

**102-13.13 Portable Changeable Message Sign:** Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs and remotely programmable portable changeable message signs.

SUBARTICLE 102-13.25 is expanded by the following:

Item No. 102- 99- 1 Portable Changeable Message Sign (Temporary),  
Department Controlled – per each day.

**MILLING OF EXISTING ASPHALT PAVEMENT - STOCKPILING.**  
**(REV 8-17-22) (FA 2-14-00) (FY 2023-24)**

ARTICLE 327-1. The third paragraph is deleted and the following substituted:

For this Contract, the Department will not retain ownership of the milled material. The Contractor will take ownership of any milled material not to be retained by the Department.

ARTICLE 327-6 is deleted and the following substituted:

**327-6 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section, including hauling and stockpiling the material at the location shown in the Plans, and hauling off or otherwise disposing of any milled material not to be retained by the Department.

Payment will be made under:

Item No. 327- 70- Milling Existing Asphalt Pavement - per square yard.

**MILLING OF EXISTING ASPHALT PAVEMENT - EQUIPMENT.**  
**(REV 12-1-93) (7-21)**

ARTICLE 327-2 is expanded by the following:

For this project, remove the existing asphalt from bridge decks and approach slabs using a motor grader in lieu of a milling machine.

Ensure that the removal method does not damage the underlying deck and approach slab surfaces or joints.

# **SUPPLEMENTAL SPECIFICATIONS**

## **110-70 REMOVAL OF FLEXIBLE PAVEMENT.**

**(REV 3-9-18) (FY 2023-24)**

The following new Section is added at the end of Section 110:

### **SECTION 110-70 REMOVAL OF FLEXIBLE PAVEMENT**

#### **110-70.1 Description.**

Remove and dispose of existing flexible pavement (asphaltic concrete), base material. Provide backfill material and compact the areas to the neat lines shown in the plans or work document issued by the Engineer.

#### **110-70.2 Construction Requirements.**

Saw cut flexible pavement so that the portion that is to remain will not be damaged. Repair damaged areas that are a result of Contractor negligence, at no additional cost to the Department.

Dispose of all flexible pavement and base material in areas provided by the Contractor and approved by the Engineer. Furnish place and compact suitable backfill material in areas where the existing material is removed, in accordance with the Department's Standard Plans, current edition and revisions thereto.

#### **110-70.3 Method of Measurement.**

The quantities to be paid for under this Section will be the number of square yards of existing flexible pavement and base material acceptably removed, disposed of, and suitable backfill material furnished, placed, and compacted, as specified. The quantities will be determined by actual measurement along the surface of the pavement before its removal.

The quantity of flexible pavement removed, as provided above, will be paid for at the contract price per square yard for removal of flexible pavement.

#### **110-70.4 Basis of Payment.**

The price and payment for the work specified will be full compensation for all work described herein.

Payment will be made under the items specified in the Bid Price Proposal.



# APPENDICES

## **TECHNICAL SPECIAL PROVISIONS.**

The following Technical Special Provisions are individually signed and sealed but are included as part of this Specifications Package.:

- TSP401 – Technical Special Provision for Concrete Restoration
- TSP457 – Technical Special Provision for Galvanic Cathodic Protection Jackets

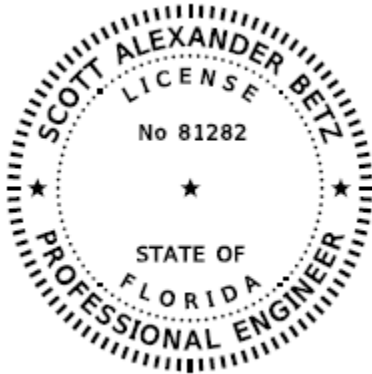
**TECHNICAL SPECIAL PROVISION  
FOR CONCRETE RESTORATION**

**Financial Project ID: N/A**

**Bridge No. 175001**

This item has been digitally signed and sealed by Scott A. Betz on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date: December 22, 2023  
State of Florida, Professional  
Engineer, License No.: Scott A. Betz, P.E. No.81282  
Firm Name: Kisinger Campo & Associates, Corp.  
Firm Address: 201 N. Franklin St., Suite 400  
City, State, Zip Code: Tampa, FL 33602  
Certificate of  
Authorization Number: 02317  
Pages: 15 - 18



## **SECTION T401 CONCRETE RESTORATION**

### **T401-1 Description:**

Replace deteriorated concrete by placing polymer/latex modified concrete containing micro-silica or other specified material as indicated in the contract documents. For the other specified materials, install in accordance with manufacturer's recommendations and the following installation requirements.

In addition to the locations of spalls shown in the Plans, the Contractor shall perform a sounding survey of the bridge deck top, curbs, traffic barriers, and bent caps in all spans and identify all locations in need of concrete repair. The survey shall be performed in the presence of the Engineer prior to commencing any repair procedures. No concrete removal shall be performed without the Engineer's approval.

### **T401-2 Materials:**

Mortar/concrete shall be an Approved Products List (APL) approved polymer/latex modified-silica fume enhanced mortar/concrete unless otherwise required in the contract documents. The selected material shall achieve a minimum compressive strength of 4,500 psi in seven days and 5,500 psi in 28 days. Due to the nature of the repairs, materials applied with pneumatic sprayers are not allowed.

For horizontal or vertical spalls greater than 1 inch deep, use repair mortar that includes an FDOT approved aggregate in accordance with manufacturer's recommendations. For spalls near the water that may be submerged during cure, add anti-washout mixture. For horizontal or vertical spalls less than 1 inch deep, hand-apply repair mortar in accordance with manufacturer's recommendations.

Proposed repair material and method of application (including manufacturer's specifications and formulation) shall be submitted for approval by the Engineer prior to commencing work.

Materials must be applied in accordance with Section 400 of the FDOT Specifications, these Technical Special Provisions, the plans, and the manufacturer's recommendations.

### **T401-3 Surface Preparation:**

Remove deteriorated concrete to sound material (or limits described in plans) by chipping with light duty pneumatic or electric concrete chippers (30 LB or less in general, 15 LB or less adjacent to strand, reinforcing steel, and structural limits of construction). Remove concrete that is contaminated with grease or oil.

Blast clean all reinforcing bars and strand exposed after cleaning to leave a near white metal surface. Splice severed prestressing strands as detailed in the plans. Replace bars that have lost 1/4 or more of their original diameter with new bars spliced in place within the original cover, lapping sufficiently to develop the full strength of the bar as detailed in the plans and, if necessary, providing additional chipping. Dual bars of equivalent or greater

section may be used. Where the bond between existing concrete and reinforcing steel has been destroyed, or where more than half the diameter of the steel is exposed, remove the concrete adjacent to the bar to a depth that will permit modified concrete to bond to the entire periphery of the exposed bar. In some cases the engineer may require undercutting all exposed reinforcing steel if required to achieve improved bonding. A minimum of ¾ inch clearance is required for this purpose. Prevent cutting, stretching or damaging of exposed reinforcing steel.

Blast clean existing concrete surfaces that will be in contact with freshly placed repair material and clean to remove loose material and dust immediately prior to application of repair material.

#### **T401-4 Mixing:**

Provide a Mix Plan for quantities of bag mix in excess of 1.0 cubic yard at a single location for the Engineer's approval including: manufacturer's specifications, method of mixing, means of application, and placement procedure to provide a homogenous pour free of cold joints. Use clean mixers and accurately proportioned ingredients. Mix the materials at the site in accordance with the specific equipment requirements. Ensure that the material, as discharged from the mixer, is uniform in composition and consistency.

#### **T401-5 Quality Control:**

A quality control/quality assurance (QC/QA) plan that shall govern all work shall be submitted by the Contractor to the Engineer for approval prior to commencing the installation work for the concrete restoration. Cost of the quality control and other technical services shall be included as incidental to the concrete restoration. No additional payments will be allowed for technical services.

As a minimum, include in the QC/QA Plan means and methods and equipment for removing the deficient concrete and cleaning the reinforcing steel, repair materials, and forming and placement methods. Also include frequency of intended QA visits and time to discuss QC and method of construction with Contractors and the Engineer.

Produce 2 to 3 test cylinders (as requested by the Engineer) in accordance with ASTM C31 and test for compressive strength gain determinations in accordance with ASTM C39. The Engineer will determine the time of testing. Cure test cylinders in air for the full curing period required before testing.

#### **T401-6 Placing and Finishing**

**T401-6.1 Typical spall repair:** A concrete bonding agent, compatible with the repair material and approved by the Engineer, shall be applied to exposed reinforcing steel prior to the placement of new repair material, and, if recommended by the material manufacturer, to the existing concrete. The compound shall be applied and cured in accordance with approved manufacturer's instructions. The bonding agent shall contain corrosion inhibitors.

Repair areas of unsound concrete with the following modifications for spalls greater than

1 inch deep. Cut the upper perimeter of sound concrete to an angle sloping slightly upward to avoid entrapping air and water. Form area to be repaired to original neat lines. Form must withstand the anticipated head of the repair material and a minimum pressure of 10 psi. Apply form release agent, compatible to the repair material, to interior surfaces of form. Pump material into forms with proper venting to ensure complete filling of voids, starting with a port at the bottom of the form. Perform external form vibration as necessary to insure proper consolidation. Cap vents when steady flow of material is ensured then fill until an immediate increase of 3 to 5 psi is detected. Upon removal of forms, cure the repair material and patch any deficiencies detected. See plans for additional details. At the Engineer's discretion, gravity fed pours may be allowed in some cases for uniform deficiency shapes where quality control can be assured after trial installations.

**T401-6.2: Typical crack repair:** Cracks within solid concrete with widths greater than 0.008 inches shall be stabilized using epoxy injection methods in accordance with Section 411 of the Specifications. Surface depressions shall be filled and cured in advance with epoxy filler per Manufacturer's instructions. Any surface roughness caused by injection shall be removed.

**T401-7 Limitations:**

Do not place repair material at temperatures below 45°F, or above 85°F, or more stringent temperature ranges provided by the manufacturer unless adequate protection is provided against adverse effects of extreme temperature conditions.

Coarse aggregate to extend repair material (when bagged mix is used) shall be maintained at a clean, dry, location where protected from the elements to avoid material contamination. Amount of aggregate for grout extension shall be as recommended by material manufacturer. Use coarse aggregate approved by the repair material manufacturer or from an FDOT approved source.

**T401-8 Method of Measurement:**

The quantity to be paid for will be the volume in cubic feet of concrete repair material authorized, complete, in place and accepted. The method utilized in determining the volume shall be calculated by the Contractor for concurrence by the Engineer and will be the surface area in square feet multiplied by the average depth of such areas.

**T401-9 Basis of Payment:**

Price and payment will be full compensation for all work specified in this Technical Special Provision including all removals, surface preparations, bonding agents, concrete placement, dewatering, forming, materials, equipment, tools, scaffolds, labor and other materials necessary to complete the work in accordance with the contract documents.

Payment will be made under:

Pay Item No. 401- 70- 3

Restore Spalled Areas, Latex Modified Mortar - Acrylic

Per Cubic Foot (CF)

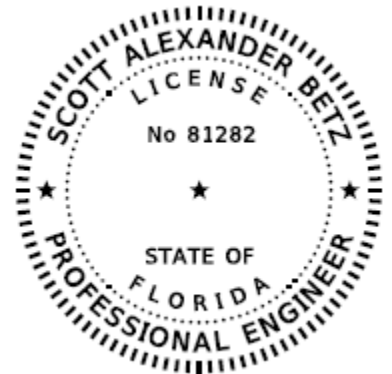
**TECHNICAL SPECIAL PROVISION  
FOR GALVANIC CATHODIC PROTECTION JACKETS**

**Financial Project ID: N/A**

**Bridge No. 175001**

This item has been digitally signed and sealed by Scott A. Betz on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date:	<u>December 22, 2023</u>
State of Florida, Professional Engineer, License No.:	<u>Scott A. Betz, P.E. No.81282</u>
Firm Name:	<u>Kisinger Campo &amp; Associates, Corp.</u>
Firm Address:	<u>201 N. Franklin St., Suite 400</u>
City, State, Zip Code:	<u>Tampa, FL 33602</u>
Certificate of Authorization Number:	<u>02317</u>
Pages:	<u>19 - 30</u>



## SECTION T457 GALVANIC CATHODIC PROTECTION JACKETS

### **T457-1 Description.**

**T457-1.1:** Furnish, fabricate, and install a galvanic cathodic protection integral pile and column jacket per the Contract Documents.

Refer to the Contract Documents for all cathodic protection (CP) and structural reinforcing steel details and requirements.

**T457-1.2 Cathodic Protection:** Per the Contract Documents, CP pile jacket systems shall consist of embedded zinc anode(s) of expanded zinc mesh anodes pre-installed against the inside face of the fiberglass pile jacket forms. The Engineer or CP Specialist (CPS) can propose a system that uses as many bulk anodes as necessary to meet the Association for Materials Protection and Performance (AMPP) standards installed on each pile, receiving a CP jacket at a minimum elevation of two feet below the jacket system, or as the depth of water will allow providing full immersion of the bulk zinc anode at all times. Ensure that the ends of CP system wires with exposed copper are kept out of the water at all times, except when making negative connections to reinforcing steel underwater. Provide all necessary surveying to determine the specified elevations.

**T457-1.3 Jacket Location and Length:** Install pile jacket to cover a minimum of two feet above and two feet below the major deficient area on the pile. In the case of damage all the way to the cap, terminate the jacket 4 inches from the cap to allow for proper filling of the annular space and bevel placement. Obtain the Engineer's approval when a jacket needs to terminate at the bottom of the cap. The actual length of the jacket may be extended if a major deficiency of the pile extends beyond the limits shown in the Contract Documents, as determined by the Engineer. Immediately notify the Engineer if the above conditions are discovered prior to ordering the jackets. The minimum jacket length shown in the Contract Documents shall be maintained. The Engineer shall determine if the pile jacket length should be increased. Minor deficiencies will be repaired outside the pile jacket limits as directed by the Engineer. Additional payment for increased pile jacket lengths will be given based on the pay items described in this Section.

**T457-1.4 Incidental Work:** Excavation at the mud line may be necessary to install the jacket systems and is considered incidental work. Restore any excavation work at the mud line back to existing, as-found conditions immediately after the jacket system installation work is completed at each pile.

### **T457-2 Materials.**

**T457-2.1 Stay-In-Place Forms:** Use forms fabricated from fiberglass or carbon fibers and polyester or vinyl ester resins with an interlocking joint along one or two sides that permit the form to be assembled and sealed around the pile or column without damage to the system.. Provide jackets with a minimum thickness of 1/8 inch and a minimum thickness at the corners of 3/16 inch, and dimensions as shown in the Contract Documents. Ensure the form can maintain its original shape without additional support or damage when placed around a pile. Ensure the inside face of the form has no bond-inhibiting agents in contact with the filler material. Provide the forms with bonded or bolted-on, non-metallic, adjustable standoffs to maintain the forms in the required positions. Sandblast or score the inside surface of the forms with an abrasive material to provide a rough surface texture and ensure a bond with the filler material. The Contractor shall install the forms with a temporary compressible sealing strip at the bottom



which will effectively seal the annular space between the pile or column and the form. Non-metallic pumping ports shall be pre-installed on opposite faces of the jacket to ensure a monolithic fill with no voids or honeycombing. Fabricate the jacket form in a workmanlike manner and have it inspected and approved by the Engineer prior to placement. Remove from the project any jacket form that has been rejected.

The forms shall meet the following physical property requirements of Table T457-1:

Table T457-1 Physical Requirements of Stay-In-Place Forms	
Property	Threshold
Water Absorption (ASTM D 570)*	1% maximum
Ultimate Tensile Strength (ASTM D 638)*	9,000 psi minimum
Flexural Strength (ASTM D 790)*	16,000 psi minimum
Modulus of Elasticity (ASTM D 790)	700,000 psi minimum
IZOD Impact (ASTM D 256)	15 pounds/inch minimum (unnotched specimen)
Barcol Hardness (ASTM D 2583)	45 minimum number
Color	AMS Standard Color Chart Number 595A, AMS-STD 36373 AMS-STD 36440 AMS-STD 36463 AMS-STD 36473 AMS-STD 36492 AMS-STD 36495 AMS-STD 36559 AMS-STD 36595 AMS-STD 36622 AMS-STD 36628 The color must be integral in the form gel coat.

\* On original specimens whose flat surfaces are not machined to disturb the fiberglass.

**T457-2.2 Anode Material:** Use expanded zinc mesh anodes pre-installed to the inside face of the form by the manufacturer. Use the anode type and configuration shown in the Contract Documents. Place the anodes in direct contact with the inside face of the form.

The zinc mesh anode attached inside the pile jacket shall be an approved expanded zinc mesh with at least 98.0% zinc composition. Provide a mill certificate for the zinc mesh used in the jacket, listing the compositional elements and their percent by weight.

Additionally, the mesh anode shall have the following physical properties:

Electrical conductivity = 28% minimum (in relation to copper)

Solid zinc density = minimum of 0.26 pound per cubic inch

Weight of expanded mesh = Mesh area times 1.6 pounds per square foot

minimum

Open area of expanded mesh = 53% (density)

Solid zinc sheet thickness = 3/32 inch

The expanded mesh anode shall also conform to the following nominal geometry to allow proper filler encapsulation:

- 0.500 inch hexagonal pattern
- 0.125 inch strand width in the short direction
- 0.500 inch strand width in the long direction
- 0.320 inch short opening
- 0.750 inch long opening

Provide an expanded zinc mesh anode with pre-installed connection wires, which shall extend to the designated connection box location as shown in the Contract Documents without splices.

An anode manufacturer representative must be available for consultation with the Contractor or Engineer. The manufacturer representative must be available for field visits as needed.

**T457-2.3 Bulk Zinc Anode:** Each bulk zinc anode shall be a 48 to 50-pound (nominal), 99% pure zinc (hull type) anode with a cast-in steel strap core conforming to ASTM B-418. The steel strap core shall be hot dip galvanized with sufficient thickness to be bolted or welded to the supporting channel. Holes at each end of the strap for mounting shall be pre-drilled prior to hot dip galvanizing and casting the anodes.

**T457-2.4 Hardware:** All metal hardware for conduit, accessories, terminal boxes, and electrical connections shall be corrosion-resistant and provide service life compatible with the CP system.

**T457-2.5 Portland Cement Concrete:** Meet the following requirements:

- Coarse Aggregate.....Section 901
- Fine Aggregate\*.....Section 902
- Portland Cement and Blended Cement.....Section 921
- Water.....Section 923
- Admixtures \*\*.....Section 924

\*Use only silica sand, except as provided in Section 902.

\*\*Use products listed on the Department's Approved Products List (APL) that contain no chlorides or other salts that are corrosive to metals.

Do not use materials containing hard lumps, crusts, frozen matter, or contaminated with materials exceeding the specified limits in the above-listed Sections.

Use a mix design with 28-day specified minimum compressive strength of 5,500 psi, a maximum surface resistivity of 15 kΩcm at 28 days, and a target slump of 7 to 9 inches ± 1.5 inches. Use a reduced-size coarse aggregate. Do not use mixes with fly ash, slag, or silica fume.

Chloride content of filler material shall not exceed 0.4 pounds of chlorides per cubic yard of filler after placement.

**T457-2.6 Reinforcing Steel:** Use reinforcing steel meeting the requirements of Section 415 for all structural jackets, except when non-metallic reinforcement is specified.

**T457-2.7 Reference Electrode:** Provide permanent silver/silver chloride (Ag/Ag Cl) electrodes manufactured to measure the potential of reinforcing steel in concrete compatible with CP. The electrode shall have a manufacturer-estimated service life of no less than 25 years and a maximum drift of no more than ± 3 mV in 24 hours. The electrode shall be provided with a steel ground wire for connection to the reinforcement at the location of the electrode. Ground and electrode wires shall be sufficient to extend to the connection box outside the jacket.

### **T457-3 Materials Certification and Testing.**

**T457-3.1 Certification:** Submit certified test results of the chemical composition of the zinc mesh and bulk zinc anodes. Submit a manufacturer certification stating that the dimensions and physical characteristics of the zinc mesh anode meet the Contract Document requirements prior to the delivery of CP jackets.

No test report for tests made more than two years prior to shipment will be accepted for the fiberglass jacket form and anode materials.

**T457-3.2 Sampling and Testing of Jacket Filler Materials:** Sample and test materials following the requirements for concrete in Section 346. Perform sampling and testing using Quality Control (QC) technicians meeting the requirements of Section 105. Conduct tests at a frequency of one set of tests per LOT. The maximum LOT size for concrete materials is 50 cubic yards or one day's production, whichever is less.

Conduct a field demonstration of the mixing operations prior to commencing the jacket installation.

### **T457-4 Quality Assurance (QA) / Quality Control (QC).**

**T457-4.1 QA:** Secure the services of a Cathodic Protection Specialist (CPS) having one or more of the following qualifications:

1. Association for Materials Protection and Performance (AMPP) certification in cathodic protection accredited CP-4.

2. A Florida registered Professional Engineer with a minimum of five years of verifiable experience designing, installing and testing galvanic CP systems to protect steel reinforced concrete structures.

3. A corrosion engineering practitioner with at least 10 years of verifiable experience installing and testing galvanic CP systems to protect reinforced concrete structures.

The qualifying candidate shall have performed (QC) and performance testing of galvanic CP systems for concrete structures in a minimum of three projects within the past five years.

The CPS shall be an independent entity and shall not be an employee or affiliated in any way with the Contractor, the Contractor's organization or operation, a project subcontractor, the anode distributor or manufacturer, or their representative.

Submit in writing the qualifications and experience records of the individual selected for the Engineer's approval. Acceptance of the CPS shall be subject to the approval of the Engineer.

No CP work will be allowed if, at any time, an approved CPS is not active or otherwise involved in the project.

**T457-4.1.1 Cathodic Protection Technician (CPT):** An AMPP-certified CPT with a minimum of five verifiable project experiences in the last five years in CP may perform field measurements on behalf of the CPS. Submit, in writing, the qualifications of the individual satisfying these requirements for the Engineer's approval. Acceptance of the CPT shall be subject to the approval of the Engineer.

Submitted experience from the CPT shall include projects in which the CPT was performed QA/QC of CP systems installation and monitoring. Each project reference shall include the project name, scope of work, dates performed, and project reference with contact information. All project references must be regarding the CP of steel reinforced concrete structures.

**T457-4.2 Quality Control:** Include the work under this Section in the Contractor (QC) General Requirements set forth in Section 105 of the FDOT Specification. The portion of the QC plan covering the cathodic protection jacket installation shall be reviewed and approved by the

CPS and submitted to the Department for approval prior to commencing the CP system installation.

The QC Plan covering the CP work shall describe tasks to be executed by the Contractor as well as those to be executed by the CPS, including, but not limited to, method and frequency of QC testing, methods of measuring electrical continuity, methods for locating existing steel for continuity testing, details regarding all electrical continuity testing to be performed, anode installation testing, alternating current (AC) resistance measurements, anode current output measurements, rebar potential measurements, and activation procedure. It is recommended that the Contractor discuss the intended installation schedule with the CPS prior to preparing his bid to ensure that the Contractor's schedule is consistent with the plan.

**T457-4.3 QA Tasks:** The CPS shall conduct the following QA tasks as a minimum:

1. Review all CP-related submittals before they are submitted to the Department for approval.
2. Inspect all CP system materials and personally supervise every phase of the installation of the CP systems.
3. Perform all the continuity testing, inspect, and test all the continuity corrections, inspect and test all negative connections, inspect all CP system wiring and wire connections, and perform the initial energizing on all of the piles, including anode-cathode AC resistance measurements, anode current output measurements and static and energized reinforcing steel potential measurements (on and instant-off a minimum of four hours after the CP systems are initially activated).
4. Conduct a minimum of two QA visits to the job site per month and update the Engineer directly (verbally and in writing) on the status and quality of the work.
5. Test for electrical shorts between the anode and all steel components in the piles and notify the Engineer and the Contractor for correction as necessary. Also, continuously monitor the development of electrical shorts while filler material is placed into the jackets.

#### **T457-5 Cathodic Protection Report (CP Report).**

**T457-5.1 CP Report:** Submit an original final construction report produced by the CPS for the CP system to the Department after the completion of the project. The report shall describe the general characteristics of the CP systems, installation sequence, and all test data collected during the project, including, but not limited to, continuity testing and corrections (for existing steel reinforcement, new steel reinforcement, and all negative connections), anode to steel AC resistances, anode current outputs, and static and energized potentials (on and instant-off a minimum of four hours after the CP systems are initially activated) for each CP system. Measure potentials with a portable Ag/Ag Cl reference electrode placed in the water and the monitoring access port. The report and all collected data shall be typed and a digital version of the report shall be provided. The report shall include the following statement signed and notarized by the CPS:

“I hereby certify that the cathodic protection work and facilities constructed under Construction Contract No. XXXXX, Pan American Blvd., has been completed and is functionally complete. I further certify that construction proceeded substantially per the Contract Documents or that any deviations noted below will not prevent the system from functioning in compliance with the intent of the Contract Documents when properly operated and maintained. These determinations are based upon my on-site observation of construction, scheduled and conducted by a project representative under my direct supervision or me, to determine if the work proceeded in compliance with the Contract Documents.”

## **T457-6 Preparation.**

**T457-6.1 Inspection/Report:** Inspect all piles and locate all deteriorated concrete on the pilings where jacket systems are to be installed prior to ordering the jackets. Clean the concrete element within jacket limits prior to inspection. If deterioration extends beyond jacket limits, continue cleaning until sound pile concrete is reached. Sound test areas to receive jackets and the surrounding concrete surfaces to determine the actual dimensions and locations of the deteriorated concrete to be removed. Verify that the specified jacket lengths will encompass all major cracked, delaminated, and spalled areas. Remove all cracked, delaminated, or otherwise damaged concrete. Before ordering jackets, the dimensions of all deficiencies (e.g., deteriorated or damaged concrete) shall be recorded, verified, and approved by the Engineer.

The Department reserves the right to add or delete piling repair and protection, as needed.

Provide a final report detailing locations and sizes of cracks, delamination, and spalls at the end of the project as an addendum to the CPS report.

**T457-6.2 Forms, Construction Methods, and Materials:** Submit shop drawings, manufacturer's drawings, and certifications to the CPS and SMO prior to ordering the jackets and commencing the jacket installation for approval indicating form design, filling mix and other materials and procedures for construction. Include all details for equipment, materials, and procedures for the jacket and bulk zinc anode installations, negative connections to the reinforcing steel, reinforcing steel cages (including dowels), all continuity testing and correction work for the reinforcing steel, anode system shop fabrication including bulk anode and related hardware and expanded zinc mesh anode jackets.

Submit chemical composition and technical data sheet for the zinc mesh anode and the bulk zinc anode prior to ordering materials for approval by the SMO.

**T457-6.3 Surface Preparation:** Provide surface preparation by hydro demolition or mechanically removing all unsound concrete within the repair area to sound concrete. Chip back unsound concrete to sound concrete. Provide surfaces sound, clean, and free of contaminants in all areas. Remove all delaminated, cracked, and unsound concrete from the areas that are hollow sounding when tested or areas with visible cracks. Additionally, sound concrete will require removal to obtain the  $\frac{3}{4}$  inch to 1 inch behind the existing reinforcing steel to achieve a mechanical bond. Use a 15-pound chipping hammer (maximum size) to remove the spalled and behind bars concrete unless otherwise approved by the Engineer. Thoroughly clean all element surfaces that the jackets will cover. Remove all oil, grease, dirt, broken concrete, marine growth, and other deleterious material that could prevent proper bonding. Chip concrete substrate to obtain a surface profile of 1/16 inch to  $\frac{1}{8}$  inch in depth with a new fractured aggregate surface. Sandblast exposed steel to a near white condition per The Society for Protective Coatings (SSPC) report number 10 (SP 10). No rust, mill scale, epoxy, or other contaminants shall be present after sandblasting or similar or mechanical cleaning approved by the Engineer. Special attention shall be observed to ensure proper cleaning and preparation of the backside of exposed reinforcement. Add new rebars where reinforcement with over 25% of cross-section loss is determined as indicated in the Plans. Exposed steel above and under water shall not be unprotected for more than 72 hours after cleaning.

Exercise great care to prevent damage to reinforcing steel and sound concrete not intended for removal. Stop work and submit to the Engineer the report of the concrete and reinforcing steel damages due to the Contractor's operation. Submit a repair method for the damaged area(s) for the Engineer's approval prior to continuing the concrete removal and restoration work.

Clean existing concrete surfaces by media blasting, wet blasting, wire brushing, water laser, or other methods approved by the Engineer, which will yield an equivalent result. Cleaned pile surfaces above water shall be washed down with fresh water immediately prior to jacket installation. Do not place the form until the Engineer has approved the surface preparation.

**T457-6. Negative Connections:** Install redundant electrical negative connections on each pile where CP systems are to be installed. The connections shall be performed by brazing two number 10 AWG THNN copper strand wires with black insulation to different areas of a spiral tie at the elevation shown in the Contract Documents for the existing piles. Connect two number 10 AWG THNN copper strand wires with white insulation to two different bars and any supplementary reinforcement for each cage reinforcing when Section 415 reinforcement is used. Use sufficient lengths of wire such that the wires can be routed to the connection box, mounted at locations shown in the Contract Documents, without any splices.

The brazed part of the negative connection wires at the ties and reinforcing steel shall receive a coat of 100% solids, non-conductive epoxy, such that no exposed copper or brazing material will be in contact with the concrete when patching or filling. Braze each wire to a minimum length of 1 inch onto the ties or reinforcing steel.

For connections located underwater, braze the system negative wires to steel tabs and then weld underwater to a spiral or provide a mechanical connection device approved by the Engineer.

Route all connection lead wires to the terminal box as shown in the Contract Documents. Connect the negative leads to the wires originating at the CP jacket mesh anode and the bulk anode wire at the terminal box. Use connectors as shown in the Contract Documents for all wire connections. The connection between the connectors shall be made as shown in the Contract Documents. After completion, properly insulate all connections with a heat shrink connector.

The terminal box placed above the jackets to house the anode to steel connections shall be per Contract Documents. Each terminal box shall have a weather-tight cover. Box cover screws shall be Type 316 Stainless Steel. Use Schedule 80, sunlight-resistant PVC, for all PVC components as applicable. Fabricate the terminal box to accept 1/4-inch diameter Type 316 Stainless Steel bolts which will connect the system wires inside the box, as shown in the Contract Documents. Use Type 316 Stainless Steel hardware to install PVC conduit and connection boxes. The location of the connection boxes shall be as shown in the Contract Documents.

Perform the concrete excavation to expose the spiral tie inside the upper jacket limits and, when possible, at a minimum of 5 feet above the Mean High Water Elevation Level (MHWEL). Route the connection wires inside the jacket to the connection box via the conduit attached to the connection box. Submit details of the intended method for this operation and material specifications for approval by the Engineer.

#### **T457-7 Continuity Reporting.**

**T457-7.1 Continuity Testing and Corrections:** Perform continuity testing using standard Direct Current (DC) resistance with normal and reverse polarity, DC millivolt difference test methods, and a high-impedance multi-meter.

The CPS or CPT under their direction shall verify continuity between the system's negative connections and the spiral tie prior to coating with epoxy. Repair any connection that tests discontinuous or is otherwise found deficient at no additional cost. After a connection is deemed satisfactory by the CPS or CPT, cover the correction area with epoxy and fill the excavation with an approved filler. Use an approved epoxy mortar if the excavation is located underwater.

Connections above water shall be exposed for 14 days at maximum, and connections underwater shall be exposed for at most 3 days.

Prior to installing the jackets, the CPS or CPT shall perform an electrical continuity test between all pre-stressing strands, ties, reinforcing steel, dowels, and any other reinforcing steel components inside the piles and within the jacket limits on all of the piles where CP systems are to be installed. On piles where a pile splice is detected before, during, or after surface preparation, continuity shall be tested and provided between both pile sections if found discontinuous.

Continuity tests and any necessary continuity corrections testing shall be performed and certified correct by the CPS. The CPS or CPT shall perform continuity tests prior to removing any concrete for continuity corrections. Steel to be tested that is not exposed after the concrete removal process is completed shall be exposed for testing purposes by drilling a  $\frac{3}{4}$ -inch diameter hole in the concrete to the depth of the steel. Stagger drilled holes at one-foot intervals within the jacket limits. Request the Engineer's approval for drilled hole elevations less than two feet above the MHWEL per the CPS recommendation.

Due to the elevation on some of the piles, continuity checks, corrections, and negative connection installations will need to be performed underwater. Include details for performing the underwater testing and work in the QC Plan.

Install continuity corrections on all steel components that are found to be discontinuous. Provide continuity corrections by resistance welding or other approved method(s). Intended equipment and procedures to install continuity corrections shall be included and submitted for approval in the shop drawings prior to performing this work. Each continuity correction shall consist of welding two continuous solid steel wires with no insulation between discontinuous steel and the nearest continuous steel. Determine the proper wire gauge and the resistance welder output for this operation. Where continuity correction is required, additional concrete excavation will be necessary.

The size of each concrete excavation made to install continuity corrections shall be as small as possible and shall be approved by the Engineer before the excavation is made. Locate all concrete excavations made to install continuity corrections within the jacket limits. Request the Engineer's approval for excavation less than two feet above the MHWEL per the CPS recommendation. Observe care to avoid cutting steel inside the pile when drilling holes or preparing excavations. Repair any damage to the steel caused by the Contractor using materials and methods approved by the Engineer at no additional cost.

On piles where a continuity correction is installed, the CPS or CPT shall repeat the continuity testing on all steel after the corrections are made to ensure that all steel is continuous. The Engineer shall approve all continuity correction welds. Each weld shall receive a coat of 100% solids non-conductive epoxy. Fill all drilled holes made for continuity testing purposes and all excavations made to install continuity corrections with an approved material prior to installing the jacket. Drilled holes and excavations above water shall be exposed for at most 14 days and drilled holes and excavations underwater shall be exposed for at most 3 days.

Before coating with epoxy, the CPS shall verify the continuity between the negative connections and the new reinforcing steel inside the jackets. The Contractor shall repair any connection that tests discontinuous or is otherwise found deficient at no additional cost to the Department. The CPS shall verify that negative connections on ties are discontinuous from negative connections on new reinforcing steel inside the jackets. Correct any problems identified

by this testing at no additional cost. Negative connections above water shall not be left exposed longer than 14 days, and connections underwater shall not be left exposed longer than 3 days.

For structural CP jackets with new steel reinforced cage, conduct electrical continuity testing on all new reinforcing steel bars inside the jackets. The CPS shall train Contractor personnel to conduct this electrical continuity testing. The training shall include test procedures, equipment, recording of test data, and data interpretation. Tighten existing steel tie wires and install a minimum of two additional steel tie wires on any new structural reinforcing steel that is found to be electrically discontinuous. Repeat the electrical continuity testing on all the reinforcing steel to ensure that all new reinforcing steel is continuous. Continuity test data obtained by the Contractor shall be submitted to the CPS for review and approval prior to installing jackets. The CPS or CPT shall verify electrical continuity test results on the new reinforcing steel on every pile.

#### **T457-8 Pile Spalls outside Jacket Limits.**

For areas outside the limits of the CP pile jackets, restore the concrete per Technical Special Provision T401as applicable.

#### **T457-9 Construction.**

**T457-9.1 Shop Drawings:** Submit shop drawings and obtain approval prior to field installation. Submit shop drawings showing locations of standoff spacers, method of fastening jacket form to piling, method of sealing the form after assembly, and method for bracing during filler placement. Include details of access holes, fiberglass caps, securing anode from movement, placing the filler, and sealing the pumping ports. Show alternating pumping port elevations and locations on the manufacturer's drawings.

**T457-9.2 Form Placement:** Locate the MHWEL and its elevation on each pile and obtain approval of these locations from the Engineer before installing jackets and reinforcing steel based on the CPS recommendation.

Place the fiberglass form in position around the pile. Secure and seal the interlocking joints, seal the bottom of the form against the pile surface with the compressible seal, and coat the compressible seal with an APL-listed epoxy mastic suitable for underwater application. Adjust standoffs to prevent misalignment and install temporary hard backing to prevent jacket deformation. Place a temporary plastic wrap around the form prior to placement of the hard backing to protect the gel coat.

**T457-9.3 Bulk Zinc Anode Installation:** Provide and install a bulk zinc anode with each CP jacket or as determined appropriate by the Engineer. The bulk anode shall be placed at an angle guaranteeing the entire length of the anode is in contact with the surface of the pile or jacket and at the depth shown in the Contract Documents. Perform bulk anode installation prior to placement of the filling material for the CP jacket. Each bulk anode and associated hardware shall make up one anode assembly.

Clamp the anode onto the pile or jacket using two 2-inch hot dip galvanized steel channels with the flanged side facing the concrete or jacket surface using galvanized hardware. Connect a number 8 AWG copper strand wire with HMWPE insulation to the anode via a 3/8-inch diameter round steel bar welded to the anode strap. The number 8 AWG wire shall be brazed to the bar, and the bar-wire connection shall be permanently encased in a 1.25-inch diameter by an 8-inch-long PVC pipe filled with epoxy. Complete all required fabrication prior to the anode installation. Protect the wire insulation from heat during the brazing operation.



Special precautions may be necessary to protect the wiring insulation and splice inside the PVC pipe during anode installation.

Connect a 1.25-inch diameter PVC pipe to a 3/4-inch PVC pipe. Extend the 3/4-inch pipe approximately 2 inches inside the bottom of the CP jacket. No additional conduit shall be used on the portion of the wire inside the jacket. Inside the jacket, route the wire upward along the closest corner and position it between the fiberglass form and the zinc mesh anode. At the top of the jacket, route the wire in the conduit to the PVC connection box. At this location, connect the bulk anode wire to the zinc mesh anode wires and the reinforcing steel negative connection wires. A temporary conduit to route the wire to the top of the jacket may be permitted as approved by the Engineer.

**T457-9.4 Filler Placement:** Wet to saturate the surface of the existing concrete immediately prior to placing the filler. Place the filler in one continuous pour no more than 72 hours after the final surface preparation. No cold joints shall be permitted.

Fill the annulus between the prepared surface and jacket form following the jacket manufacturer's instructions and the Contract Documents. Do not drop filler material into forms higher than 5 feet or forms containing water. Prevent contamination of the filler during placement and provide vibration to ensure proper consolidation. Fill the jacket to approximately 1 inch from the top during the pumping process. Prior to the fill material fully hardening, apply a 45-degree chamfer bevel that is neat, straight, and free of cracking from the top lip of the jacket. The chamfer should have the same mix design used for filling the jacket. The chamfer bevel is to provide positive drainage of the pile rainwater runoff.

Cure the filler for a minimum of 72 hours before removing any external bracing and temporary bottom form including the compressible sealing strip. Wet cure the chamfer section of the jacket as needed to prevent any shrinkage cracks. Curing compound for this purpose may be used if the Engineer approves based on performance. Remove any filler or other extraneous material from the exterior surface of the form and clean the form without damaging the fiberglass or gel coat resin.

**T457-9.5 Monitoring Port:** After removal of temporary supports around the jacket, core drill 1.5-inch diameter access holes through the jacket to the depth of the original pile surface on one face of the pile at an elevation of six inches above the MHWEL, or as shown on the Contract Documents. The inside surface of access holes (except for the pile surface) shall be PVC shielded with a thorough coat of approved epoxy applied on the outside surfaces of the PVC pipe. Epoxy shall not cover the pile concrete surface at the back of access holes. Once the filler material has been set, cap off all pumping ports with an approved PVC screw-on cap.

**T457-9.6 Reference Electrode Installation:** Install one reference electrode per pile bent at the same elevation but on the opposite pile face of the monitoring port. Excavate the original pile concrete to place the electrode and fill the excavation immediately after placement of the electrode with an approved filler. Do not allow any direct contact between the electrode and the reinforcement. Braze the electrode ground wire to a nearby reinforcement and seal the brazed connection with non-conductive epoxy. Route both wires inside the jacket to the connection box above the jacket and connect them to the designated monitoring terminals in the box.

**T457-9.7 Pumping Ports:** Place the jacket filler beginning at the bottom pumping port and moving upward to the next port as the filler reaches the next port. Complete the filler placement, moving to the next port on the opposite face of the jacket. Do not place all the filler material from one side of the jacket. Ensure that the filler material displaces any standing water inside the jacket without mixing with the filler.

**T457-9.8 Structural Jacket Reinforcing Steel:** Install the reinforcing as shown in the Contract Documents.

**T457-10 Energizing and Acceptance.**

CP system energization testing for each pile shall include verification that no electrical short exists, verification of proper continuity between negative connections, anode to steel AC resistance measurements, individual and combined anode current outputs, and static and energized potentials (on and instant-off potentials) a minimum of four hours after the CP systems are initially activated. Potentials shall be measured with a portable Copper Sulfate Electrode (CSE) reference electrode placed in the water and the monitoring access hole. Additional potential measurements shall be obtained using the permanent Ag/Ag Cl electrode and reported. Submit the CPS report and the Contractor's concrete deficiencies report for approval per T457-4. The project shall not be considered complete until the Engineer approves these reports.

**T457-11 Durability of Galvanic CP Systems.**

Use materials included explicitly in the Contract Documents or previously approved by the Engineer. Galvanic CP systems shall have a maintenance-free service life of three years and shall provide CP per AMPP SP0216 and SP0408 as determined by potential measurements at the monitoring ports above the MHWEL.

**T457-12 Method of Measurement.**

The quantities to be paid for will be based on the linear feet of galvanic CP jackets, measured from bottom to top of forms, furnished and installed, completed, certified operational, and accepted.

Galvanic CP jackets with misalignments not exceeding 3/4-inch may be accepted at a reduced price not exceeding 60% of the unit price for the entire jacket length.

Galvanic CP jackets with the anode shorted to the pile or column reinforcement or the new structural steel inside the jacket, besides jackets that are misaligned beyond the limits noted in this article, deformed, or positioned at an improper elevation shall not be measured but shall be removed and replaced at no additional cost to the Department.

**T457-13 Basis of Payment.**

Price and payment will be full compensation for all work specified in this Section. No separate payment will be made for reinforcing steel or filler material. Include payment for anode material, anode connection accessories, testing, and activation in the price per foot for CP jackets.

Payment will be made under the following:

Item No. T457- 1 – Galvanic Cathodic Protection Jacket - per foot.

Item No. T457- 2 – Galvanic Cathodic Protection Jacket (Structural) - per foot.

**THIS COMPLETES  
THIS  
SPECIFICATIONS  
PACKAGE**

### **EX.3** SWFWMD ERP PERMIT



# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: WaterMatters.org

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

September 12, 2021

City of North Port, Dept. of Public Works  
Attn. Frances M. Nuñez Lugo  
1100 N. Chamberlain Blvd  
North Port, FL 34286

Subject: **Notice of Intended Agency Action - Approval  
Environmental Resource General Permit**

Project Name: Bridge No. 175001 Pan American Boulevard over Myakka Creek Bridge  
Repairs  
App ID/Permit No: 831091 / 47045405.000  
County: Sarasota  
Expiration Date: August 16, 2026  
Sec/Twp/Rge: S31/T39S/R21E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

cc: Tom Pride  
Scott Betz, P.E., Kinsinger Campo & Associates



# Southwest Florida Water Management District

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Attn. Frances M. Nuñez Lugo  
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County: Sarasota  
Expiration Date: August 16, 2026  
Sec/Twp/Rge: S31/T39S/R21E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures: Rule 62-330.443 F.A.C., F.A.C.  
Exhibit A  
Notice of Authorization to Commence Construction  
Notice of Rights

cc: Tom Pride  
Scott Betz, P.E., Kinsinger Campo & Associates

**Specific Condition(s): Rule 62-330.443 F.A.C., F.A.C.**

1. A general permit is granted to the Florida Department of Transportation, counties, and municipalities to conduct the activities described below:
  - (a) For existing maintained roadways and causeways, the alteration, placement, replacement, removal, modification, or maintenance of bridges or bridge culverts and approaches where the combined total of dredging and filling, both temporary and permanent, in wetlands and other surface waters does not exceed 0.5 acre. The total work conducted under notices of intent to use this general permit shall result in the creation of no more than 0.5 acre of new overwater structure for any bridge crossing, including parallel spans, and no new structure area over waters within federally designated critical habitat of Johnson's seagrass (*Halophila johnsonii*).
  - (b) Channel clearing and shaping, not to exceed a combined total of 0.5 acre of dredging and filling in wetlands and other surface waters, to facilitate maximum hydraulic efficiency of the structures detailed in paragraph (a), above, where the spoil material is used on an upland portion of the project or is deposited on a self-contained, upland spoil site. Escape of spoil material or water from the spoil deposition area into wetlands or other surface waters is prohibited.
  
2. This general permit shall be subject to the following specific conditions:
  - (a) No dredging of access or work channels is authorized by this general permit;
  - (b) Temporary fill roads shall not be constructed waterward of mean high water or ordinary high water;
  - (c) All fill placed in wetlands, other than fill on which a bridge or approach is constructed, shall be regraded to the original wetland elevations and revegetated with native wetland species endemic to adjoining, undisturbed wetlands, within seven days of completion of construction. Within "clear zones," revegetation shall be with native herbaceous species endemic to adjoining, undisturbed wetlands. During the five-year period following the initial planting or restoration of the site, these areas shall be maintained to ensure planted or naturally recruited native wetland species are surviving and growing, and that the areal coverage of exotic and invasive species constitutes less than 10% areal coverage;
  - (d) Hydraulic openings of bridges shall be sufficient to prevent downstream scour, increased downstream water velocities, and increased flood elevations on the property of others;
  - (e) Minimum horizontal and vertical navigational clearances on bridges over navigable waters of the United States shall be established in accordance with procedures outlined in Chapter 2 of the U.S. Coast Guard Bridge Administration Manual, COMDTINST M16590.5C, (March 26, 2004), incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-03150>), a copy of which may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. and in no circumstance shall placement or replacement of a bridge result in a reduction of horizontal and vertical navigational clearances;
  - (f) Replacement or modification of a bridge that includes changes in the configuration of the bridge and fill areas due to changes in materials, construction techniques, or meeting current construction codes or safety standards are authorized under this permit. Any connecting road expansion or alteration associated with such replacement or modification must be authorized by a separate general or individual permit under chapter 62-330, F.A.C., as applicable, before the start of construction; and
  - (g) This general permit does not authorize the construction of additional travel lanes for motorized vehicles, except that any single-lane bridge may be widened to two travel lanes, provided the bridge widening does not exceed that reasonably necessary to match the existing travel lane alignment of a two-lane road. This permit does not authorize new corridors or roadway connections where there is no existing structure over wetlands or waterway.

*Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.419, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.443, Amended 10-1-13, 6-1-18.*



## EXHIBIT A

### GENERAL CONDITIONS:

The following general permit conditions are binding upon the permittee and are enforceable under Part IV of Chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under Section 403.814(12), F.S.

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to those governing the "take" of listed species).
3. The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
7. The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under this general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.
10. A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.
11. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida*

*Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at [http://publicfiles.dep.state.fl.us/DEAR/Stormwater\\_Training\\_Docs/erosion-inspectors-manual.pdf](http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf).

12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
  - a. Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
  - b. The maximum width of the construction access area shall be limited to 15 feet;
  - c. All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
  - d. Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
15. Except where specifically authorized in the general permit, activities must not:
  - a. Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
  - b. Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to Section 373.042, F.S., or a Works of the District established pursuant to Section 373.086, F.S.
16. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall immediately contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.
17. The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.
18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-

listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

- a. All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
  - b. All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
  - c. All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All on-site project personnel are responsible for observing water-related activities for the presence of listed species.
  - d. Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).
  - e. Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at [ImperiledSpecies@myfwc.com](mailto:ImperiledSpecies@myfwc.com) with details of the event within 24 hours following detection of the spill or frac-out.
19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
  20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History-New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

NOTICE OF  
**AUTHORIZATION**  
TO COMMENCE CONSTRUCTION

Bridge No. 175001 Pan American Boulevard over Myakka Creek Bridge Repairs

PROJECT NAME

Government

PROJECT TYPE

Sarasota

COUNTY

S31/T39S/R21E

SEC(S)/TWP(S)/RGE(S)

City of North Port, Dept. of Public Works

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 831091 / 47045405.000

DATE ISSUED: September 12, 2021



David Kramer, P.E.

Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF THE WORK

## Notice of Rights

### ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

## **JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

**EX.4** U.S. ARMY CORPS OF ENGINEERS PERMIT



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT  
701 SAN MARCO BOULEVARD  
JACKSONVILLE, FLORIDA 32207-8175

March 31, 2022

Regulatory Division  
West Branch  
Tampa Section  
SAJ-2021-03032(NWP-EWG)

Frances M. Nuñez Lugo  
City of North Port  
1100 N. Chamberlain Blvd, FL 34286

Dear Ms. Nuñez Lugo:

You requested re-verification of a project that we previously verified on 12/2/2021. Our file number is SAJ- 2021-03032. The project would result in maintenance repair activities of Bridge No. 175001 located at Pan American Boulevard over Myakka Creek. The project includes cathodic protection of pile jackets, removing and replacing abutment slope pavement with rubble riprap, and installing rubble riprap scour countermeasures across the waterway. The construction would remove debris and concrete aprons from beneath the bridge and place 3,660 square feet (0.08 acre) of rubble riprap below the mean high water level to protect the bridge from scour. The installation of the riprap in the channel will maintain the existing creek contours. In addition, the project will install pile jackets on the pilings comprising the intermediate bents. The proposed activity will not impact wetlands. The project would affect waters of the United States associated with Myakka Creek, located in Section 31, Township 39 South, Range 21 East, at 5801 Pan American Blvd, North Port, Sarasota County, Florida. Latitude: 27.046579°, Longitude: -82.243338°. You stated in your request that there are no changes to that project.

Your project is authorized by Nationwide Permit (NWP) Number 3. This verification is valid until **March 14, 2026**. Some of the terms, conditions and regional conditions may have changed because our previous verification was based on the 2017 Federal Register and Regional Conditions. This letter is based on the project being performed in accordance with: the drawings attached to our previous letter; the terms and conditions found on pages 2867 to 2877, inclusive, of the January 13, 2021 Federal Register (86 FR 2744); the Regional Conditions dated February 25, 2022; and the entirety of our previous letter, including the special conditions and attachments (except for the expiration date and the references to the 2017 Federal Register and Regional Conditions).



If you are unable to access the internet or require a hardcopy of any of the above-referenced documents, please contact me by email [Edgar.W.Garcia@usace.army.mil](mailto:Edgar.W.Garcia@usace.army.mil) or by telephone at 813-769-7062.

Sincerely,

Edgar W. Garcia  
Senior Project Manager  
Tampa Permits Section

Enclosures

Cc (via email):

Jana White - [jwhite@cityofnorthport.com](mailto:jwhite@cityofnorthport.com)

GENERAL CONDITIONS  
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on **March 14, 2026**.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**PERMIT NUMBER: SAJ-2021-03032 (NW-EWG)**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(SUBDIVISION)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOT)      \_\_\_\_\_  
(BLOCK)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

**Permit Number: SAJ-2021-03032**

Permittee's Name & Address (please print or type): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Location of the Work: \_\_\_\_\_

\_\_\_\_\_

Date Work Started: \_\_\_\_\_ Date Work Completed: \_\_\_\_\_

**PROPERTY IS INACCESSIBLE WITHOUT PRIOR NOTIFICATION: YES \_\_\_\_\_ NO \_\_\_\_\_**

**TO SCHEDULE AN INSPECTION PLEASE CONTACT \_\_\_\_\_**  
**AT \_\_\_\_\_**

Description of the Work (e.g. bank stabilization, residential or commercial filling, docks, dredging, etc.): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Acreage or Square Feet of Impacts to Waters of the United States: \_\_\_\_\_

Describe Mitigation completed (if applicable): \_\_\_\_\_

\_\_\_\_\_

Describe any Deviations from Permit (attach drawing(s) depicting the deviations):

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

I certify that all work, and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Date

## SECTION V

### CF-1 BIDDER CHECKLIST

**IMPORTANT: For your bid to be considered valid, you must attach:**

- \_\_\_\_\_ One original hard copy marked "**ORIGINAL**"
- \_\_\_\_\_ One duplicate copy marked "**COPY**"
- \_\_\_\_\_ USB drive: Bid schedule in **EXCEL FORMAT**, and this packet in **PDF FORMAT**.
  - **Sign, have notarized, and include these forms with your bid package**

**Failure to complete these steps may result in your bid being disqualified.**

### SECTION I. CITY FORMS

- \_\_\_ **CF-1:** Bidder checklist (THIS CHECKLIST)
- \_\_\_ **CF-2:** Sealed Bid Label (if not using the provided label on the next page, please make sure all information is provided on envelope as label).
- \_\_\_ **CF-3:** Bid Schedule (Excel format, separate document) – **DO NOT RECREATE SPREADSHEET**
  - Must complete the entire schedule, print original, copy, and save on **USB** drive in **EXCEL FORMAT**.
- \_\_\_ **CF-4:** Bid Form
- \_\_\_ **CF-5:** Statement of Organization
- \_\_\_ **CF-6:** Addenda Acknowledgement and Bid Bond Terms
- \_\_\_ **CF-7:** City Bid Bond Form (**DO NOT RECREATE AND ONLY USE THIS FORM**)
- \_\_\_ **CF-8:** Equipment and Source of Supply List
- \_\_\_ **CF-9:** Qualifications and Experience Form
- \_\_\_ **CF-10:** Insurance acknowledgement
- \_\_\_ **CF-11:** Certification Regarding Lobbying
- \_\_\_ **CF-12:** Non-Collusive Affidavit
- \_\_\_ **CF-13:** Conflict of Interest Form
- \_\_\_ **CF-14:** Public Entity Crime Information
- \_\_\_ **CF-15:** Drug-Free Workplace Form

\_\_\_ **CF-16:** The Florida Trench Safety Act

\_\_\_ **CF-17:** Scrutinized Company Certification Form

\_\_\_ **CF-18:** Vendor's Certification For E-Verify System

\_\_\_ **CF-19:** Performance and Payment Bond Terms (Does not need to be submitted with bid)

\_\_\_ **CF-20:** Performance and Payment Bond Form (attached for use after award, does not need to be submitted with bid)

\_\_\_ **CF-21:** Human Trafficking Affidavit

\_\_\_ **CF-22:** Foreign Entities of Concern Affidavit

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

CF-2

SEALED RFB ENVELOPE LABEL

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

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

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

PLEASE PRINT CLEARLY

<b>SEALED RFB DOCUMENTS - DO NOT OPEN</b>	
<b>RFB #: 2025-15</b>	
<b>BRIDGE NO. 175001 PAN AMERICAN BOULEVARD OVER R 226 BRIDGE REHABILITATION PROJECT</b>	
DATE DUE: _____	
TIME DUE: _____	
SUBMITTED BY: _____ (Name of Company)	
_____ e-mail address	_____ Telephone
Deliver to:	
<b>City of North Port - City Hall Customer Care Call Center (Front Desk) Alla V. Skipper, CPPB, Senior Contract Administrator 4970 City Hall, 1st Floor Lobby North Port, Florida 34286</b>	
<b>RFB NO. 2025-15 BRIDGE NO. 175001 PAN AMERICAN BOULEVARD OVER R 226 REHABILITATION PROJECT</b>	

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

CF-3:

**BID SCHEDULE**

**SEPARATE ATTACHMENT - DO NOT RECREATE THIS EXCEL SCHEDULE**

Submit one original hard copy labeled "ORIGINAL", one labeled "COPY", and a digital version on a USB flash drive. The bid schedule should be in Excel format, while all other documents should be in PDF format.

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

**Preparation of Bid Schedules: Contractor MUST use the City provided excel spreadsheet. DO NOT RECREATE FORM.** Bidder must complete all **GREEN** spaces on the excel spreadsheet (unit price column).

*Bidder should not reference the words "No Charge, N/A, included, dash, etc." in any of the spaces. Bidder must identify a monetary amount for each UNIT Price (unless the unit price is "x" out by the City). UNIT PRICE prevails over EXTENDED COST. Failure to identify a monetary amount in any of the UNIT COST line items shall cause Bidder to be deemed non-responsive and bid response be rejected. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.*



**CF-4:  
BID FORM**

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

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

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

The undersigned, as Bidder, does hereby declare that he has read the Addenda, Request for Bids: Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance Requirements, Bid Form, City Forms, Contract Drawings and or Plans, Attachments and Exhibits to this solicitation, Permit Fees, and any other reports, attachments and documentation for: **RFB NO. 2025-15 BRIDGE NO. 175001 PAN AMERICAN BOULEVARD OVER R226 BRIDGE REHABILITATION PROJECT** and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price line items as indicated on the bid schedule form(s) submitted. The above specified documents are herein incorporated into the BidForm and shall be defined as the contract documents.

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

**PROJECT TOTAL:**

----- \$ -----  
**PRINT TOTAL COST** **NUMERICAL**

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**



**Names of Officers:**

**President:** \_\_\_\_\_ **Secretary:** \_\_\_\_\_

**Vice President:** \_\_\_\_\_ **Treasurer:** \_\_\_\_\_

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

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

**Name of Corporation** (As used in Florida):

\_\_\_\_\_

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

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**CF-6:  
ADDENDA ACKNOWLEDGEMENT**

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

<b>Addendum No.</b>		Dated		<b>Addendum No.</b>		Dated	
<b>Addendum No.</b>		Dated		<b>Addendum No.</b>		Dated	
<b>Addendum No.</b>		Dated		<b>Addendum No.</b>		Dated	
<b>Addendum No.</b>		Dated		<b>Addendum No.</b>		Dated	

**BID BOND TERMS  
(SEE FORM NEXT PAGE)**

**BID BOND: ACCOMPANYING THIS PROPOSAL IS \_\_\_\_\_**  
**(insert: "cash", "Bidder's bond", or "certified check", as the case may be)** in an amount equal to at least 5% of the total amount of the bid, payable to the City of North Port. Cashier's checks will be returned to all Bidders after award of bid. If supplying a bid bond please use the attached bid bond form. **Note: Failure to submit a bid bond will be cause for rejection of bid.**

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

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

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**CF-7  
CITY OF NORTH PORT BID BOND**

In Compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

KNOW ALL BY THESE PRESENTS, that \_\_\_\_\_, authorized by law to do business as a \_\_\_\_\_ Contractor in the State of Florida, as Principal, and \_\_\_\_\_, a Corporation chartered and existing under the laws of the State of \_\_\_\_\_, as Surety, with its principal offices in the City of \_\_\_\_\_, and authorized to do business in the State of Florida, and in accordance with Section 255.051, Florida Statutes, are held and firmly bound unto the City of North Port, Florida, in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by the City of North Port, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents. The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated \_\_\_\_\_, for **(RFB NO. 2024-BRIDGE NO. 175001 PAN AMERICAN BOULEVARD OVER R-226 BRIDGE REHABILITATION)**.

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

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

Witness as to Principal: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_ (Principal)  
\_\_\_\_\_  
(By)

Witness as to Surety: \_\_\_\_\_ Printed Name  
\_\_\_\_\_ (SEAL)  
\_\_\_\_\_ Surety's Name)  
\_\_\_\_\_  
(By-As Attorney-in-Fact, Surety)

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**CF-8**  
**EQUIPMENT LIST, SOURCE OF SUPPLY AND SUBCONTRACTORS**

**EQUIPMENT**

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

Please make sure your list of equipment contains the following: Description of equipment, inclusive of manufacturer, year and condition.

List the condition of equipment/vehicles utilized for this project in accordance with the following scale:

**1-Excellent: 2-Good: 3-Fair: 4-Poor.** (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned
1. _____				
2. _____				
3. _____				

Bidders are to complete the LIST below for 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. Please use additional sheets , if applicable.

**SUBCONTRACTORS**

Name of Subcontractor (attach additional pages as necessary)	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

**SOURCE OF SUPPLY**

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

CF-9

**QUALIFICATIONS AND REFERENCES**

Bidder shall demonstrate successful completion of a minimum of three (3) projects completed within the past five (5) years of similar size and scope to the **RFB NO: 2025-15 BRIDGE NO. 175001 PAN AMERICAN BOULEVARD OVER R226 BRIDGE REHABILITATION PROJECT** described herein.

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

Name of Contact Person/Title: \_\_\_\_\_

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

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

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

Name of Contact Person/Title: \_\_\_\_\_

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

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

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

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

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

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



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

Name of Contact Person/Title: \_\_\_\_\_

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

Address \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

Phone Number \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

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

Name of Contact Person/Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Duration of Contract or business relationship \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

Contract Period: FROM \_\_\_\_\_ TO \_\_\_\_\_

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

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

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

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

CF-10

**PROJECT INSURANCE REQUIREMENTS**

*(SEE SAMPLE CONTRACT)*

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

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

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

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

**THIS PAGE MUST BE COMPLETED AND SUBMITTED**

CF-11

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CF-12**  
**NON-COLLUSIVE AFFIDAVIT**

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

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

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

Signed, sealed, and delivered on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**SWORN ACKNOWLEDGMENT**

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

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

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

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

**CF-13**  
**CONFLICT OF INTEREST FORM**

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

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

I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: \_\_\_\_\_

I am the spouse or child of an employee, public officer, or advisory board member of the City.

Identify the name of the spouse or child: \_\_\_\_\_

I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity \_\_\_\_\_

Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member \_\_\_\_\_

None of the Above

**PART II: Will you request an advisory board member waiver?**

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

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

N/A

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CF-14**  
**PUBLIC ENTITY CRIME INFORMATION**

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

I, \_\_\_\_\_, being an authorized representative of the Contractor,  
have read and understand the contents above.

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

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

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

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

\_\_\_\_\_  
Name and Title of Contractor's Authorized Representative

\_\_\_\_\_  
Date

**SWORN ACKNOWLEDGMENT**

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

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

\_\_\_\_\_  
Notary Public – State of Florida

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced \_\_\_\_\_

**CF-15**  
**DRUG FREE WORKPLACE FORM**

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,  
\_\_\_\_\_ (Company Name):

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

**Check one:**

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CF-16**

**SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**SWORN ACKNOWLEDGEMENT**

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_ (name), as \_\_\_\_\_ (title) for \_\_\_\_\_ (entity).

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

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



**CF-17**  
**SCRUTINIZED COMPANY CERTIFICATION FORM**

Contractor Name: \_\_\_\_\_  
Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

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

**CHOOSE ONE OF THE FOLLOWING**

\_\_\_\_ This Contract or Contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

\_\_\_\_ This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CF-18**  
**VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM**

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

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

VENDOR: \_\_\_\_\_ (Vendor's Company Name)

Certified By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: \_\_\_\_\_

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

**CF-19**

**PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

A. Security.

- (1) The Contractor must provide the required performance and payment bond or other acceptable security to the City within **ten (10) business days** of executing this Contract. Failure by the Contractor to provide the bond within **ten (10) business days** constitutes a default. Pursuant to Section 2-404 of the Code of City of North Port, Florida, upon default the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the original successful bidder the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. The default is only curable at the option of the City.
- (2) In addition, the Contractor is responsible and bears all cost associated with recording the Performance and Payment Bond with the Sarasota County Clerk's Office. The Contractor must furnish the receipt of the recording and certified copy of the recorded bond to the Purchasing Division at the time of the pre-construction meeting. Such default is only curable at the option of the City.

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

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

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

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

**CF-20**  
**PERFORMANCE AND PAYMENT BOND**

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

**BOND NO.:** \_\_\_\_\_  
**BOND AMOUNT:** \$ \_\_\_\_\_

**CONTRACTOR NAME:** \_\_\_\_\_  
**PRINCIPAL ADDRESS:** \_\_\_\_\_  
**PRINCIPAL PHONE NO.:** \_\_\_\_\_

**SURETY COMPANY NAME:** \_\_\_\_\_  
**SURETY AGENT:** \_\_\_\_\_  
**PRINCIPAL ADDRESS:** \_\_\_\_\_  
**PRINCIPAL PHONE NO.:** \_\_\_\_\_

**CITY NAME:** \_\_\_\_\_ City of North Port, Florida  
**PRINCIPAL ADDRESS:** \_\_\_\_\_ 4970 City Hall Boulevard  
\_\_\_\_\_ North Port, Florida 34286  
**CITY CONTACT PHONE NO.:** (941) \_\_\_\_\_ *[insert project manager number]*

**CONTRACT NO.: (if applicable)** \_\_\_\_\_  
**PROJECT ADDRESS:** \_\_\_\_\_  
**(if applicable)** North Port, Florida \_\_\_\_\_ *[insert zip code]*

**DESCRIPTION OF PROJECT:** \_\_\_\_\_  
**(if applicable)** \_\_\_\_\_

**DESCRIPTION OF IMPROVEMENT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By this Bond, we, \_\_\_\_\_, as Principal ("Contractor") and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_,

with its principal office in the City of \_\_\_\_\_, as Surety ("Surety") are held firmly bound unto the City of North Port, Florida, as Obligee ("City"), in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated \_\_\_\_\_, entered into a Contract with City for \_\_\_\_\_  
\_\_\_\_\_ in accordance with drawings and specifications prepared by \_\_\_\_\_, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS BOND is such that if Contractor:

1. Performs the Contract dated \_\_\_\_\_, between Contractor and City for construction for the **DESCRIPTION** the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract: and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract: and
3. Pays City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by Contractor under the Contract: and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void: otherwise it remains in full force.

Any action instituted by City under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, the said Contractor and Surety have signed and sealed this instrument as follows:

**CONTRACTOR**

\_\_\_\_\_ *[insert name of principal]*

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

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

\_\_\_\_\_ Date

**SURETY**

\_\_\_\_\_ *[insert name of surety]*

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

Title

\_\_\_\_\_

Date

Any Claims under this bond may be addressed to  
(name and address of Surety):

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

Telephone No: \_\_\_\_\_

Name and address of agent or representative in Florida if different from above:

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

Telephone No.: \_\_\_\_\_

**CF-21  
HUMAN TRAFFICKING AFFIDAVIT**

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

1. I am over the age of 18 and I have personal knowledge of the matters stated in this affidavit except as otherwise set forth herein.
2. I currently serve as \_\_\_\_\_ (title) of \_\_\_\_\_ (Entity).
3. The \_\_\_\_\_ (Entity) does not use coercion for labor or services, as those terms are defined in Florida Statutes Section 787.06.
4. This affidavit is made pursuant to Florida Statutes Section 92.525.
5. I understand that making a false statement in this affidavit may subject me to criminal penalties.
6. I am authorized to execute this document on behalf of the entity.

Under penalties of perjury, I, \_\_\_\_\_ **[insert person’s name]** as \_\_\_\_\_ **[insert title]**, declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

ENTITY

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

\_\_\_\_\_ **[signature]**

\_\_\_\_\_ **[insert name and title]**

\_\_\_\_\_ **[insert date]**

**CF-21**

**AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS**

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

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

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

ENTITY

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

\_\_\_\_\_ **[signature]**

\_\_\_\_\_ **[insert name and title]**

\_\_\_\_\_ **[insert date]**



**SECTION VI.**

**“SAMPLE” AND  
SUBJECT TO  
UPDATES:**

**CITY CONSTRUCTION  
CONTRACT TEMPLATE**

## CITY CONTRACT

### SAMPLE CONSTRUCTION TEMPLATE

Contract No. 2025-15 (“Contract”) is entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida (“City”) and \_\_\_\_\_ [insert name of Organization or other Legal Entity, exactly as name appears in the corporate records at Sunbiz.org], a \_\_\_\_\_ [insert name of state] \_\_\_\_\_ [insert type of entity as designated at Sunbiz.org; i.e., “Florida nonprofit corporation”], registered to do business in the State of Florida, whose principal place of business is \_\_\_\_\_ [insert address] (“Contractor”).

### WITNESSETH

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

#### 1. CONTRACT TIMING.

- A. Effective Date. This Contract becomes effective on the date approved by City Commission (“Effective Date”) and terminates upon the completion of the work or as otherwise provided in this Contract.
- B. Time Is of the Essence. Time is of the essence in the performance of this Contract.
- (1) Notice to Proceed. The Contractor agrees to commence operations within a mutually agreed upon time following written notification by the City to commence work (“Notice to Proceed”).
- (2) Contract Time. All work performed under the provisions of this Contract must be completed no later than \_\_\_\_\_ (\_\_\_\_) [insert number of days in alphabetical and numerical format] calendar days from the notice to proceed, subject only to delays caused through force majeure. City holidays will be counted as calendar days. The work must be substantially completed no later than \_\_\_\_\_ (\_\_\_\_) [insert number of days in alphabetical and numerical format] calendar days from the notice to proceed, with final completion within \_\_\_\_\_ (\_\_\_\_) [insert number of days in alphabetical and numerical format] calendar days after attaining substantial completion or after delivery to the Contractor of the punch list of items for final completion, whichever is later (“Contract Time”). The Contract Time includes the preparation, submittal, review, and approval of submittals, delivery of materials, and construction, assembly, adjustment, and placement into service for beneficial use of all facilities covered under this Contract.
- (3) Extensions. Contract Time may be extended due to unforeseen circumstances or unknown site conditions that alter the scope of work only as agreed to in writing by both parties and incorporated into the Contract as a change order or amendment.
- C. Process for Completion.
- (1) Delivery of Documents Prior to Substantial Completion. \_\_\_\_\_ [insert “Fourteen (14)” OR for complex contracts insert number of calendar days in alphabetical and numerical format] calendar days prior to the expiration of the time for substantial completion, the Contractor must deliver to the City the record drawings and all other submittals required in the Contract. After delivery, the City will review the work identified in the Contract, the record drawings, and other submittals, excluding pay requests.

(2) Notice. The City must issue a written notice of substantial completion when the City has determined that the work identified in this Contract is substantially complete, and the record drawings are submitted and approved by the City.

(3) Punch List.

(a) Preparation and Delivery of Punch List.

(i) No later than twenty (20) calendar days after delivering the notice of substantial completion, the City must prepare an initial punch list with costs consistent with the RFB ("Punch List") and any related questions. If the costs for any work on the punch list are not included in the RFB then the costs will be negotiated and determined by mutual agreement of the parties.

(ii) The Punch List must include each remaining item required and the costs to render the construction services complete, satisfactory, and acceptable to the City, and for the Contractor to meet its obligations under this Contract.

(b) Contractor's Response.

(i) The Contractor must provide the City a response and address all questions no later than five (5) calendar days after receiving the Punch List; and

(ii) If the Contractor fails to timely respond to the City for preparation of the Punch List items to be completed, within thirty-five (35) calendar days after the notice of substantial completion, the City will notify the Contractor in writing of the Contractor's failure.

(c) City's Response. The City must provide the Contractor with any changes to the initial Punch List no later than five (5) calendar days after receiving the Contractor's response.

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

### **3. CONTRACT DOCUMENTS.**

A. Scope and Incorporation of Bid Documents. The work includes bridge no. 175001 Pan American Boulevard Over R-226 Bridge Rehabilitation as described in the Request for Bid No. 2025-15 ("RFB"), including plans, drawings, specifications, addenda, permits, diagrams, and other related documents, as well as the Contractor's response to the RFB (collectively, "Contract Documents"). The Contract Documents are specifically made a part of this Contract and are incorporated by reference. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

(1) This Contract and all attachments and exhibits.

(2) The RFB, including all attachments and addenda.

(3) The Contractor's response to the solicitation.

(4) Specific direction from the City Manager or designee.

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

A. Supervision.

- (1) The Contractor must supervise and direct all work performed to the best of its ability, give the work all the attention necessary for proper supervision and direction, and only employ workers with sufficient skill to perform the job assigned.
- (2) The Contractor assumes full responsibility for all acts, negligence, or omissions of its employees, for those subcontractors and their employees, and for those of all other persons doing work under a contract with the Contractor in furtherance of this Contract.

B. Labor and Materials.

- (1) The Contractor must provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, as well as all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions of this Contract and the Contract Documents.
- (2) The Contractor represents and warrants that all equipment and materials used in the work and made a part of the structures or permanently placed in connection with the work, must be new unless otherwise specified in this Contract or Contract Documents, must be of good quality, free of defects, and in conformity with this Contract and related Contract Documents. The Contractor and the City agree that all equipment and materials not in conformity with this Contract are defective.

C. Public Records Law. In accordance with Florida Statutes Section 119.0701, the Contractor must comply with all public records laws, and must specifically:

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

maintain the project records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.

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

**(5) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, publicrecordsrequest@northportfl.gov.**

(6) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

- D. Contractor's Affidavit. When all work contemplated by this Contract has been completed and has been inspected and approved by the City or its authorized agent, the Contractor must furnish the City with a Contractor's Affidavit in a form acceptable to the City. Signed affidavits of payment are required from all subcontractors hired by the Contractor, unless payment is approved by the surety in accordance with Florida Statutes Section 255.05(11). The affidavits must state whether the subcontractor(s) have been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against the Contract.
- E. Subcontractors and Suppliers. All contracts between the Contractor and any subcontractor that the Contractor hires must conform to the provisions of this Contract and the Contract Documents. The Contractor must incorporate the requirements of this Contract in the subcontracts. The Contractor must furnish the City with a list of all subcontractors and suppliers prior to any payments against the Contract. All subcontractors are subject to the City's approval. No change in subcontractors or suppliers will be made without written consent and approval from the City. All subcontractors must comply with Florida Statutes Section 448.095 for registration and use of the E-Verify system operated by the United States Department of Homeland Security.
- F. Licenses and Permits. The Contractor must pay all taxes required by law in connection with the activities done in furtherance of this Contract including sales, use, and similar taxes, and unless otherwise mutually agreed to in writing, must secure all licenses and permits necessary for proper completion of the work, and pay any related fees.
- G. Laws and Regulations. Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract. The Contractor must comply with all laws, ordinances, rules, regulations, and orders of all public authorities relating to the performance of the work required. If any of the Contract documents are at variance with any law or regulation, the Contractor must notify the City promptly upon discovery.
- H. E-Verify System. During the term of this Contract, the Contractor must be registered with and use the Department of Homeland Security E-Verify System as required by Florida Statutes Section 448.095, Employment Eligibility, including but not limited to verifying the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must maintain a copy of the affidavit for the duration of

the Contract.

- I. Florida Statute, Sec. 255.0993 - Public Works Projects; United States-Produced Iron And Steel Products: The State of Florida requires that iron or steel product permanently incorporated in certain public works projects be produced in the United States. See § 255.0993, Fla. Stat. (2024). Contractor must carefully review the technical specifications to determine whether and how this requirement applies to this project and prepare its bid accordingly. Contractors' failure to account for this requirement in its bid will not justify a later change to the Contract Price.

## 5. PAYMENT.

- A. Payment Requests. The Contractor must use a City approved form for all payment requests, along with an updated work schedule reflecting the progress of all work. Payment requests must be accompanied by either written approval and direction of the surety, or receipt of updated affidavits of payment by subcontractors and/or suppliers, in accordance with Florida Statutes Section 255.05(11). The Contractor's payment request must include any changes approved in previous payment requests.
- B. Payment. The Contract Price is net, and all payment requests are payable according to the Florida Local Government Prompt Payment Act (Florida Statutes Section 218.70, *et seq.*). The City or its authorized agent will make payment to the Contractor for all services or work completed or materials furnished in accordance with this Contract only upon certification and approval of the payment request.
- C. Timing of Payments; Retainage.
  - (i) The City will not make payments to the Contractor more frequently than monthly. Payment must be based on the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage.
  - (ii) Notwithstanding any other section of this Contract, within 28 calendar days after delivery of the completed Punch List, and after receipt of a proper payment request, the City must pay to the Contractor the remaining Contract Price less 150 percent (150%) of the estimated cost to complete the items on the Punch List.
  - (iii) The City must inform the Contractor's surety of any reduction in retainage. Retainage may be reduced upon issuance of the Certificate of substantial completion by the City if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all required affidavits have been provided, and the City has retained adequate coverage for the project through the achievement of Final Completion.
- D. Improper Payment Request. The City will determine any dispute between the Contractor and the City concerning a payment request pursuant to the City's dispute resolution procedure, as referenced in this Contract. The City will pay the undisputed portion of the payment request within twenty (20) business days after receipt of the payment request.
- E. Payment Not Required. The City is not obligated:
  - (1) For the payment or release of any amounts that are the subject of a good faith dispute made in writing and delivered to the Contractor; or
  - (2) For processing or paying retainage, if the City has notified the Contractor in writing of its failure regarding the development of the Punch List or any contractual responsibilities regarding the Punch List or a claim relating to the bond.

- F. Final Payment. The Contractor's submittal for final payment must include the Contractor affidavit, final waiver and release of lien for all subcontractors, materialmen and suppliers, warranty of work, and consent of surety in the forms acceptable to the City. The City's or its authorized agent's approval is required before making final payment for all work, materials, or services furnished under this Contract.

## 6. LIQUIDATED DAMAGES.

- A. Generally. The work performed must be completed within the Contract Time.
- B. Amount. The City and the Contractor agree that the City will suffer damages if the work is not substantially completed within the Contract Time, plus any extensions allowed by Change Order(s). The parties further agree determining the exact value of the City's damages due to a delay in the substantial completion of the work would be a difficult, time consuming, and costly process. The parties agree that it is in their mutual interest to establish a figure of **ONE THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS and NO CENTS (\$1,685.00)** as liquidated damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that substantial completion is delayed beyond the Contract Time.
- C. Adjustments prohibited. The parties agree that neither will make any claim to increase or reduce the amount to be paid under liquidated damages as the result of any calculation of actual damages the City suffered as the result of delay in the substantial completion of the work.

## 7. BOND REQUIREMENTS.

- C. Performance and Payment Bond. The Contractor must provide a performance and payment bond in the form prescribed in Florida Statutes Section 255.05, in the amount of one hundred percent (100%) of the Contract Price, the costs of which are to be paid by the Contractor. The bond will be acceptable to the City only if the surety company:
- (1) Is licensed to do business in the State of Florida;
  - (2) Holds a certificate of authority authorizing it to write surety bonds in the State of Florida;
  - (3) Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
  - (4) Is otherwise in compliance with the provisions of the Florida Insurance Code;
  - (5) Holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. §§ 9304-9308;
  - (6) Has a current rating of at least Excellent (A or A-) as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038; and
  - (7) Has an underwriting limitation of at least two times the dollar amount of the Contract Price.
- B. Substitute Bond Required. If the surety company for any bond furnished by the Contractor files for bankruptcy, has a receiver appointed, is declared bankrupt, becomes insolvent, has an assignment made for the benefit of creditors, has its right to do business terminated in the State of Florida, or ceases to meet the requirements imposed by this Contract, the Contractor must, within five (5) calendar days thereafter, substitute another bond and surety company, both of which are subject to the City's approval.

- C. Surety Acceptance of Terms. The Contractor warrants that the Contractor delivered this Contract to the surety prior to execution of the bond, and that the surety company acknowledged that it has read the surety qualifications and surety obligations imposed by this Contract and satisfies all conditions.
- D. Delivery of the Bond. The Contractor must provide the required performance and payment bond to the City within ten (10) calendar days of the Effective Date. The Contractor's failure to provide the bond timely constitutes a default. Pursuant to Section 2-404 of the Code of City of North Port, Florida, upon default, the City may immediately award the bid to the next lowest responsive and responsible bidder and recover from the Contractor the difference in cost between the original winning bid and the next lowest responsive and responsible bidder. The default is only curable at the option of the City.
- E. Recording the Bond. The Contractor is responsible and bears all costs associated with recording the required bond or security with the Sarasota County Clerk of the Circuit Court. The Contractor must furnish the receipt for and certified copy of the recorded bond to the Purchasing Division at the time of the pre-construction meeting. The default is only curable at the option of the City.

## **8. CONTRACTOR'S INSURANCE.**

### **A. Insurance.**

- (1) Before performing any work, the Contractor and subcontractors must procure and maintain during the Contract Time the insurance identified in this Section 8 against all claims of injury to persons or damage to property which may arise from or in connection with its performance of the Contract work, unless otherwise specified. The insurance policies must remain in full force and effect until their obligations and warranty periods have been discharged or satisfied.
  - (2) The policies of insurance must be primary and written on forms acceptable to the City, placed with insurance carriers approved and licensed by the State of Florida Department of Financial Services, and meet a minimum financial A.M. Best and Company, Inc. rating of no less than "A – Excellent: FSC VII."
  - (3) The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon written agreement with the Contractor.
  - (4) Proof of insurance must be filed by the Contractor with the City within ten (10) calendar days after the Effective Date of this Contract.
  - (5) These insurance requirements are minimum requirements and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor is free to purchase additional insurance as it may determine necessary. The extent of the Contractor's liability for indemnity of the City must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.
- B. Workers' Compensation and Employers' Liability Insurance. Coverage pursuant to Florida Statutes, Chapter 440 must apply to all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 for each accident; \$1,000,000 for each employee; and \$1,000,000 policy limit for bodily injury or disease.



- C. Comprehensive Commercial General Liability Insurance. A comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage.
- (1) The general aggregate limit must apply separately to this Contract, or the general aggregate limit must be twice the required occurrence limit.
  - (2) The policy must include General Liability with a limit of \$1,000,000 for general aggregate; \$1,000,000 for each occurrence; \$1,000,000 for products and completed operations; \$1,000,000 for damage to rented premises; and \$100,000 for fire damage.
  - (3) The City of North Port is to be named additionally insured on the insurance policy.
- D. Automobile Liability Insurance. Automobile liability insurance to include all owned, leased, hired, and non-owned vehicles.
- (1) Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if the Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.
  - (2) The policy must include liability insurance with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for bodily injury; \$1,000,000 per accident for bodily injury; and \$1,000,000 per accident for property damage.
  - (3) The City of North Port is to be named additionally insured on the insurance policy.
- E. Waiver of Subrogation. All required insurance policies, except for Workers' Compensation, are to be endorsed with a Waiver of Subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its Commissioners, officers, officials, employees, volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. ADDITIONALLY, THE CONTRACTOR, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, VOLUNTEERS, AND ANY SUBCONTRACTORS, AGREE TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY AND ITS INSURANCE CARRIERS FOR ANY LOSSES PAID, SUSTAINED, OR INCURRED, BUT NOT COVERED BY INSURANCE, THAT ARISE FROM THE CONTRACTUAL RELATIONSHIP OR WORK PERFORMED. THIS WAIVER APPLIES TO ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS FOR WHICH THE CONTRACTOR OR ITS AGENTS MAY BE RESPONSIBLE.
- F. Policy Form.
- (3) All policies required by this Contract, except for Workers' Compensation and Professional Liability, or unless specific approval is given by Risk Management through the City's Purchasing Division, are to be written on an occurrence basis, and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims made policies may be accepted for professional liability, hazardous materials and other risks as are authorized by the City's Purchasing Division. All claims made policies contributing to the satisfaction of the insurance requirements must have an extended reporting period option or automatic coverage of not less than two (2)

years. If provided as an option, the Contractor must purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

- (2) Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to its subcontractors.
  - (3) Each insurance policy required by this Contract must:
    - (a) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
    - (b) Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City's Purchasing Division of any occurrence by written notice via certified mail, return receipt requested.
  - (4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
  - (5) The Contractor is solely responsible for payment of all premiums for insurance required in this Contract and is solely responsible for the payment of all deductibles, SIR (self-insured retentions), any loss or portion of any loss that is not covered by any available insurance policy, and retention as set forth in the policies, whether the City is an insured under the policy. The Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City.
  - (6) All certificates of insurance must be approved by the City before commencement of any work. All required certificates of insurance must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the City's Purchasing Division at 4970 City Hall Boulevard, Suite 337, North Port, FL 34286 prior to commencement of the work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements of this Contract. No changes may be made to these specifications without prior written approval by the City Manager or designee.
- G. Notices. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed must be provided to the Contractor's insurer(s) and the City's Purchasing Division as soon as practicable after notice to the insured Contractor.

## 9. INDEMNITY, DEFENSE, AND RELEASE.

- A. **TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR ASSUMES ALL LIABILITY FOR, AND RELEASES AND AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER THE FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR THE CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUB-CONTRACTORS, SUB-CONSULTANTS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF,**

**OR THE FAILURE TO PERFORM, THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**

- B. FURTHER, THE CONTRACTOR MUST FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM, OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET, OR INTELLECTUAL PROPERTY RIGHT.**
- C. The City must provide all available information and assistance that the Contractor may reasonably require regarding any claim. In the event of a claim, the City must promptly notify the Contractor in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, or others) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.
- D. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and the insurance coverage must not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. This Contract must not be deemed to affect the rights, privileges, and immunities of the City as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of the Contract.

## **10. TERMINATION.**

- A. Termination With or Without Cause. The City Manager or designee may terminate the work under this Contract with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
  - (5) Any termination must be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work is terminated and the date upon which the termination becomes effective.
  - (6) Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
  - (7) The Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services.
  - (8) The City must pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under this Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims or to pay indebtedness of the Contractor in accordance with the provisions of this Contract. The City has no obligation under any circumstance to make any payment to the Contractor for services that have not been performed or that are performed after the termination date.
- B. Termination for Non-Appropriation. The parties acknowledge and agree that the financial obligations of the City

in this Contract, or any subsequent contract entered into or referenced when the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs must not arise unless and until appropriations for the costs are approved for the applicable fiscal year by the City Commission; nor will liability arise if a request for the appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with a breach of the provisions of this Section or in the event of a default by the City under this Section. This Contract does not constitute an indebtedness of the City nor an obligation of the City to levy or pledge any form of taxation nor an obligation for which the City has levied or pledged any form of taxation.

- C. Termination for Abandonment. If the Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating the intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.
- D. Contractor's Termination. The Contractor may terminate this Contract only in the event of the City failing to pay the Contractor's properly documented and submitted payment request within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- E. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- F. Breach. In the event the Contractor is in breach of this Contract, the City must provide written notice of the breach and the Contractor will have ten (10) calendar days to cure, calculated from the date the Contractor receives the notice. If the Contractor fails to cure within the ten (10) calendar days, the City Manager or designee may immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Contractor due to:
  - (5) The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;
  - (6) The quantity of the Contractor's work not being as represented in the Contractor's payment request, or otherwise;
  - (7) The Contractor's rate of progress is, in the City's opinion, whether substantial or final completion, or both, inexcusably delayed;
  - (8) The Contractor's failure to pay the Contractor's project related obligations including, but not limited to, subcontractors, laborers, materialmen, equipment, and other suppliers;
- (5) Claims made, or likely to be made, against the City or its property;
- (6) Loss caused by the Contractor;
- (7) The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
- (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this

Contract.

- G. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Contractor will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.
- H. Payment Adjustments. If the City makes written demand upon the Contractor for amounts previously paid by the City, the Contractor must promptly comply with the demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.
- I. E-Verify Violation.
  - (1) If the City has a good faith belief that the Contractor has knowingly violated Florida Statutes Section 448.09(1), then this Contract may be terminated by the City.
  - (4) If the City has a good faith belief that a subcontractor has knowingly violated Florida Statutes Section 448.09(1), but the Contractor has otherwise complied, then the City must promptly notify the Contractor and order the Contractor to immediately terminate this Contract with the subcontractor.
  - (5) The Contractor must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.
- J. Remedies. In the event of a default or breach of the Contract terms, the City may avail itself of every remedy specifically given to it now existing at law or in equity, and every remedy must be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in the order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.
- K. Dispute Resolution Procedure. Any dispute must be finally determined by the City pursuant to the City's dispute resolution procedure, and must commence within 30 days after the City's receipt of the payment request. Upon invoking the dispute resolution process, If the Contractor sends the City an overdue notice, then the City must notify the Contractor within 6 calendar days of receipt of an overdue notice; identify the items in dispute; and that the City has initiated the dispute resolution process. The City must issue its final decision in writing and conclude the dispute resolution proceeding within 45 days after the date the proper payment request is received by the City.

## **11. EQUAL EMPLOYMENT OPPORTUNITY.**

The City of North Port, Florida, consistent with the provisions of Title VII of the Civil Rights Act of 1964 ("Title VII") and the regulations issued pursuant to Title VII and Florida Statutes Section 287.09451, states that in any contract entered into pursuant to the advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to the advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

## **12. NOTICES.**

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail,

return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

As to the City: **Jaime Vidales, P.E.**, Project Manager  
City of North Port  
Department of Public Works  
1100 N. Chamberlain Blvd, North Port, FL 34286  
North Port, Florida 34286  
941.240.3822  
[jvidales@northportfl.gov](mailto:jvidales@northportfl.gov)

With copies of claims and demands sent to: City of North Port, Florida  
City Attorney’s Office  
4970 City Hall Boulevard  
North Port, Florida 34286  
northportcityattorney@northportfl.gov

As to Contractor: \_\_\_\_\_ **[insert name of Contractor]**  
\_\_\_\_\_ **[insert name of person signing]**  
\_\_\_\_\_ **[insert address]**  
\_\_\_\_\_ **[insert city, state, and zip code]**  
\_\_\_\_\_ **[insert telephone]**  
\_\_\_\_\_ **[insert email address]**

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

**13. ATTORNEYS’ FEES.**

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

**14. SCRUTINIZED COMPANIES.**

- A. Certification. As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. Requirements. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000 or more, the Contractor must certify on a form provided by the City, that all of the following are true:
  - (1) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
  - (2) The Contractor is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and

(3) The Contractor is not engaged in business operations in Cuba or Syria.

C. Termination. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate this Contract.

D. Penalty.

(1) A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of this Contract, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and

(2) Will be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

## 15. FORCE MAJEURE.

A. Should performance of any obligation created under this Contract become illegal or impossible by reason of:

(1) A strike or work stoppage, unless caused by a negligent act or omission of either party;

(2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

(3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

(4) A declared emergency of the federal, state, or local government; or

(5) Any other like event that is beyond the reasonable control of the non-performing party;

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

(6) The non-performing party provides written notice within five (5) calendar days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;

(7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;

(8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and

(9) The non-performing party uses all reasonable diligence to remedy its inability to perform.

B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

- C. The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

**16. MISCELLANEOUS.**

- A. Authority to Execute. The signature by any person to this Contract will be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and will inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained herein must be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision, or any acts of the parties will be deemed to create any relationship between them other than that as detailed.
- E. Severability. In the event any court holds any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing the City's financial obligations under this Contract will require approval by the City Commission. The City Commission hereby authorizes the City Manager or designee to approve and execute all Contract amendments on behalf of the City that do not change the City's financial obligations under this Contract.
- I. Assignment. The Contractor must not assign this Contract or any right or responsibility without the written consent of the City.



J. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Contractor must not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

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

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

**CONTRACTOR**

\_\_\_\_\_ **[insert name of legal entity as reflected in Sunbiz.org, in all CAPS]**

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

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

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

**[insert name/title of authorized agent as reflected in Sunbiz.org]**

**ACKNOWLEDGEMENT**

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this \_\_\_\_ day of \_\_\_\_\_ 202\_, by \_\_\_\_\_ (name), as \_\_\_\_\_ (title) for Seagate Development Group, LLC.

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 202\_\_ .

**CITY OF NORTH PORT, FLORIDA**

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

ATTEST

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HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

---

AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY