

City of North Port

The seal of the City of North Port, Florida, is a circular emblem. It features a central map of Florida in yellow, with a green palm tree on the left and a blue lighthouse on the right. The words "SEAL OF CITY OF NORTH PORT" are written in a circle around the top, and "FLORIDA" is written at the bottom. Below the map, it says "INCORPORATED 1959".

ROAD REHABILITATION PROJECT

Request for Bid No. 2011-07

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

CITY OF NORTH PORT, FLORIDA

ROAD REHABILITATION PROJECT

BID NO. 2011-07

The City of North Port will receive sealed bids to secure the services of a professional, licensed, and qualified Contractor(s) capable of providing all labor, material and equipment to rehabilitate City roadways in the following areas: Streets in the South Salford Boulevard area (between Cuthbert Avenue and Wall Lane), Glenallen Boulevard, West Biscayne areas (between Holster Avenue and Loxley Avenue), some road segments in the area west of Ponce De Leon Boulevard and a small segment of Pan American Boulevard close to US 41. Each roadway is listed in Attachment A, which identifies the roadways to be paved and estimated quantities for Pay Items for that particular roadway. The Contractor shall furnish all materials, equipment, labor, and operations necessary to complete the work.

**NON-MANDATORY PRE-BID MEETING: February 14, 2011 AT 09:00 AM (EST)
4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA**

**BID OPENING: March 1, 2011 AT 2:00 PM (EST)
4970 CITY HALL BOULEVARD, SUITE 244, NORTH PORT, FLORIDA**

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the city website at www.cityofnorthport.com. Bid documents (Specifications and Plans are available on disk) may be obtained by contacting the City of North Port Purchasing Department at (941)429-7172 or e-mail your request for to purchasing@cityofnorthport.com. Request for additional information or clarification must be sent via facsimile to (941) 429-7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored. All requests must be submitted no later than five (5) working days prior to bid opening, last day for questions will be **FEBRUARY 22, 2011 @ 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: February 1, 2011

<http://cityofnorthport.com>

www.demandstar.com

Sarasota Herald Tribune Newspaper

**CITY OF NORTH PORT
ROAD REHABILITATION PROJECT
REQUEST FOR BID NO. 2011 - 13**

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**City of North Port
4970 City Hall Boulevard, Suite 128
North Port, Florida 34286**

**ROAD REHABILITATION PROJECT
REQUEST FOR BID NO. 2011-07**

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form to the above address immediately.

We the undersigned have declined to submit a bid on the requested service Request for Bid No. **2011-07: ROAD REHABILITATION PROJECT** for the following reason(s):

_____ insufficient time to respond to the Request for Bid.

_____ We do not offer this service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet bond/insurance requirements.

_____ Specifications are unclear (explain below).

_____ OTHER (please specify below).

Remarks: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

E-MAIL ADDRESS: _____

Note: Statement of No Bid may be faxed in to the Purchasing Department at 941-429-7173.

**CITY OF NORTH PORT
ROAD REHABILITATION PROJECT
REQUEST FOR BID NO. 2011-07**

INSTRUCTIONS TO BIDDERS

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

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

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

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

1. INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS OF BIDDER: It is intent to the City to award this Contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to provide the services or items required under this Contract within a reasonable time frame acceptable to the City. Bidder may be

required to supply information in writing at the request and discretion of the City prior to award of bids, in order to verify above requirements.

B. EXAMINATION OF BID DOCUMENTS: Prior to submission of a bid form, bidders shall carefully examine the General Terms and Conditions, Special Conditions, Technical Specifications, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

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

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

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

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

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

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

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

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

3. 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: Bidder shall have a choice to include a bidder's bond, cash or certified check with their bid in the amount of 5% of their bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents

Bid Documents: Bid documents and forms shall be submitted sealed to the City of North Port, Purchasing, 4970 City Hall Boulevard, Suite 128, 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] read aloud within the Purchasing Office, or 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.

4. RESERVED 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.

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

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

Obviously misplaced decimal points will be corrected.

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

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

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

6. BID TABULATIONS: Pursuant to Florida State Statute 119.071(1)(b)1.a., all bid tabulations shall be posted in the City Hall, 4970 City Hall Boulevard, North Port, Florida and on DemandStar's website at www.demandstar.com within ten (10) days after bid opening or at such time as the agency provides notice of a decision or intended decision, whichever is earlier.

7. WARRANTY: All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation for one year. All goods furnished shall be fully guaranteed by the vendor against factory and workmanship defects. At no expense to the City, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

8. DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Technical specifications, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the City does not approve the substitution.

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

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

- (a) The City representative shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the City, all purchase orders shall be issued directly from Purchasing;
- (c) The City shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
- (d) The City shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

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

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

11. CONTRACT EXTENSION: The City has the unilateral option to extend a Contract for up to ninety (90) calendar days beyond the current Contract period. In such event, the City will notify the vendor in writing of such extension. The Contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the City and the vendor. Exercise of the above options requires the prior approval of the City Manager.

12. TERMINATION OF CONTRACT:

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

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

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

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

13. 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.

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

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

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

15. 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.

16. 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

17. 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.

18. 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.

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

Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

Equal Employment Opportunity Officer: Designate and make known to the Department's contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities.

Recruitment: When advertising for employees, include in all advertisements for employees the notation "An Equal Opportunity Employer".

Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

- (1) Conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- (2) Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.
- (3) Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

(4) Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

Records and Reports: keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

(1) The number of minority and non-minority group members employed in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

(3) The progress and efforts being made in locating, hiring, and training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Department and the Federal Highway Administration.

Upon request, submit to the Department a report of the number of minority and non-minority group employees currently engaged in each work classification required by this Contract work.

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

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

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

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

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

25. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS: Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36. PAYMENT: Two (2) original requests for payment must be submitted to the City of North Port on a form approved by the City. Each pay request must be accompanied by updated release of liens by subcontractor and/or suppliers along with updated work schedule to reflect progress of work. Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon his/her application for all services or work completed or materials furnished in accordance with the contract. Prior to fifty percent (50%) completion, As the construction work progresses, each month the Contractor will be paid the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the contract, the City must upon request, reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the contract. The City shall inform the Contractor's Surety of any reduction in retainage. Contractors must update each new pay

request in accordance with any changes made to the previous submittal. The City or its duly administrative agent, of all work, materials or services furnished under this Contract shall make final payment after approval.

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 Notices of Lien have been resolved, and the City has retained adequate coverage for the project through the achievement of Final Completion.

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

A. Local Business Definition:

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

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

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

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

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

B. Local Price Match Option:

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

and responsible local business bidder who matches the low bid. If no eligible local business bidder can match the low bid, the award shall be made to the lowest responsive and responsible bidder, regardless of local business status.

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

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

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

40. TITLE VI Nondiscrimination Policy Statement – Appendix A: During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, “USDOT”) TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the U.S. Department of Energy* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier*

Safety Administration and/or the Department of Energy as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy* may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

41. CIVIL RIGHTS – The following requirements apply to this AGREEMENT:

A. **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

"The CONTRACTOR OR SUBCONTRACTOR shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONTRACTOR OR SUBCONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONTRACTOR OR SUBCONTRACTOR to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the City deems appropriate."

Each subcontract the CONTRACTOR OR SUBCONTRACTOR signs in regards to this federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The CONTRACTOR OR SUBCONTRACTOR agrees to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

B. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to this AGREEMENT:

(1) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR OR

SUBCONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with any implementing requirements the Federal government may issue.

(2) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR OR SUBCONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with any implementing requirements the Federal government may issue.

(3) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR OR SUBCONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with any implementing requirements the Federal government may issue.

(4) Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The City's LEP Plan is available at City offices or may be viewed online at www.cityofnorthport.com

(5) Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections – To the extent applicable, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.

(6) Other Nondiscrimination Laws – The CONTRACTOR OR SUBCONTRACTOR agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONTRACTOR OR SUBCONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

**CITY OF NORTH PORT
ROAD REHABILITATION PROJECT
REQUEST FOR BID NO. 2011-07
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, equipment, startup and testing incidental to the Project, as described in the specifications and/or shown on the plans attached herewith. The City reserves the right to establish the exact limits of work in the field and to add or delete from the Project, as it deems necessary.

1.2 *Definitions:*

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

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

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

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

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

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

1.3 *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.

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

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

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

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

2. PROSECUTION AND PROGRESS

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

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

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

2.3 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. The schedule shall also show the Contractor's proposed operations for the various items of work, which would affect or be affected by utility adjustments.

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

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

3. CONTROL OF THE WORK AND MATERIALS

3.1 Control of Work:

3.1.1 Plans and Contract Documents: The Contractor will be furnished up to four (4) copies of the Plans, Technical Specifications, General and Special Provisions as required for the Project. The Contractor shall have available on the job site at all times, one (1) set of updated as-built drawings and copies of the Plans (including relevant Design Standards), Technical Specifications, General and Special Provisions available to the City and/or its representatives.

3.1.2 Detail Drawings and Instructions: The City may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of

the work. All such drawings and instructions shall be consistent with the Contract documents, true developments thereof, and reasonable inferable there from.

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

- 3.1.3.1 Permits from Agencies as required by law
- 3.1.3.2 Change Orders
- 3.1.3.3 Contract Documents
- 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 2007 edition.
- 3.1.3.6 FDOT Standard Specifications, for Road & Bridge Construction, 2007 edition.

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 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 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.

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

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

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'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.

3.1.11 *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.

3.1.12 *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.

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

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

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

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

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

3.1.14 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.

3.1.15 Permits and Regulations: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, 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.

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

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's

responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the City. In the event the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner and provided the necessary agreements to the City, the City will direct the Contractor in writing to immediately cease using such property.

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

3.1.17 *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:

- 3.1.17.1** By estimate and acceptance in a lump sum.
- 3.1.17.2** By unit prices named in the Contract or subsequently agreed upon.
- 3.1.17.3** 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.

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

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

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

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

3.1.21 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.

3.1.22 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.

3.1.23 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.

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

- 3.1.24.1** Defective Work not remedied; Reference FDOT section 9-6.3, FDOT Standard Specifications for Road and Bridge Construction manual dated 2007.
- 3.1.24.2** Claims filed or evidence indicating probable filing of claims; Reference FDOT sections 5-12 and 9-10, FDOT Standard Specifications for Road and Bridge Construction manual dated 2007.
- 3.1.24.3** Failure of the Contractor to make payment properly to Subcontractors or for material/labor; Reference FDOT section 9-6.7, FDOT Standard Specifications for Road and Bridge Construction manual dated 2007.
- 3.1.24.4** A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 3.1.24.5** Damage to another Contractor
- 3.1.24.6** When the above grounds are removed, payment shall be made for amounts withheld because of them.

3.1.25 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.

3.1.26 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.

3.1.27 *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.

3.1.28 *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.

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

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

3.1.30 *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.

3.1.31 *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.

3.1.32 *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.

3.1.33 *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.

3.1.34 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.

3.1.35 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.

3.1.36 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.

3.1.37 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.

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

3.1.39 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.

3.1.40 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.

3.1.40.1 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.

3.1.40.2 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.

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

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

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

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

3.1.44 *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.

3.1.45 *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 award and before performing any work in connection therewith (except in emergency situations), notify the City in writing about the inaccuracy of difference. The City will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the City in writing (with a copy to the Contractor) of the City's findings and conclusion.

3.1.46 *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 Coordinator 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.

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

**CITY OF NORTH PORT
ROAD REHABILITATION PROJECT**

REQUEST FOR BID NO. 2011-07

SPECIAL PROVISIONS

SP-01 INTENT: The City of North Port will receive sealed bids to secure the services of a professional, licensed, and qualified Contractor(s) capable of providing all labor, material and equipment to rehabilitate City roadways in the following areas: Streets in the South Salford Boulevard area (between Cuthbert Avenue and Wall Lane), Glenallen Boulevard, West Biscayne areas (between Holster Avenue and Loxley Avenue), some road segments in the area west of Ponce De Leon Boulevard and a small segment of Pan American Boulevard close to US 41. Each roadway is listed in Attachment A, which identifies the roadways to be paved and estimated quantities for Pay Items for that particular roadway. **The Contractor shall furnish all materials, equipment, labor, and operations necessary to complete the work.**

The work specified herein shall consist of furnishing all supervision, labor, equipment, material and any incidentals required for the successful completion of all work as specified herein. All work shall conform within the limits as specified and shown and be in conformance with the appropriate Technical Specifications as specified herein. The Contractor shall be responsible for traffic control, the restoration of existing street signs, traffic control signs, mailboxes and any other appurtenances disturbed during construction.

SP-02 EQUIPMENT: The Contractor shall only use equipment, machines, or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications stated herein. Special attention is directed to pavers capable of achieving desired application rates, specified cross slope and necessary joint matching through the use of the latest electronic technology available.

Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall utilize compaction equipment, which will produce the required density in accordance with FDOT Specifications. The Contractor shall not use equipment which is unsafe or in need of repair. Work completed with equipment, which is not properly functioning, shall be deemed unacceptable. The Contractor shall also conform to FDOT Specification, Section 100.

SP-03 CONSTRUCTION SCHEDULE: The time for the completion of the 2011 Road rehabilitation Project, shall be **120 calendar days** from date specified in the Notice to Proceed to final completion. The Contractor shall furnish copies of the Construction Schedule to the City at each monthly Progress Meeting with each month's Pay Request regardless whether Contractor is proposing significant changes in the Construction Schedule or not.

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, phone number and Nextel numbers of all subcontractors or suppliers to be used on this project. If the Contractor proposes to subcontract the survey work, the Contractor shall include the registration number of the surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency telephone or beeper number for the City's use, which the Contractor shall update as necessary throughout the project. The Contractor shall request, in writing, any changes in subcontractors or suppliers. No change in subcontractors or suppliers shall be made without written consent from the City.
- 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 include in his telephone list, a Nextel list and the name of a Traffic Technician, either employed by the Contractor or retained for this project. The Traffic Technician shall have successfully completed an FDOT approved Training Course for Intermediate - Work Zone Traffic Control. This is mandatory for all persons engaged in setting up a Maintenance of Traffic Plan. The Contractor shall include a 24-hour emergency telephone or beeper number for the City's use to contact the Traffic Technician.
- The source of materials for the borrow material. The Contractor shall not change these sources without written consent from the City.
- A copy of the haul routes the Contractor intends to use. The Contractor shall not use bridges that are posted with weight restrictions, which may be exceeded in weight by equipment and materials. The City will NOT pay for material provided by the Contractor that is delivered to the jobsite on vehicles that have exceeded the posted weight restrictions on a City owned bridge structure.
- 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 Contract shall also submit all other materials or mix designs, which will be used by the Contractor for this Contract.

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

The Contractor shall also provide on a monthly basis an update to the Construction Schedule reflecting changes made as a result of such reasons as weather, breakdowns, and unanticipated delays, as a means of better monitoring the paving program. The proposed production schedule shall be submitted a minimum of one (1) week prior to submitting the monthly invoices, as required under Special Provisions. Invoices will be rejected if the schedule is not included.

SP-05 WEEKLY PROGRESS MEETING: The Contractor shall designate a representative to attend Progress Meetings held at City Public Works Department, 1930 West Price Boulevard, North Port Florida 34286, or a mutually agreed location. The Contractor shall submit, at each meeting, revised schedule information, a written projected schedule for the next week, written claims for additional compensation, written claims for rain days to extend the Contract, results of all testing and Value Engineering Proposals. The City will use the update schedule information to monitor the Contractor's production rate. Upon written notice from the City, the Contractor shall dedicate additional resources to increase the production rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract.

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

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

Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute 240. This act provides for a "One Call Toll Free" telephone number to be used by all parties doing excavation, demolition or other underground construction. The Contractor shall not apply the surface course until all manholes, valve covers and survey monument boxes necessary to be reset have been reset by the Contractor. Utilities located within the City's right-of-way are required to furnish adjustment rings and risers. The Contractor shall request from the utilities the necessary materials; however, the Contractor shall bear all costs necessary to complete the adjustments. The Contractor shall be responsible for maintaining the specified thickness of the final course of asphalt while resetting the manholes, valve covers and survey monument boxes to within $\pm 1/4$ inch tolerance. The Contractor shall bear all costs necessary to correct manholes, valve covers

and survey monument boxes not reset to within the specified tolerances. The Contractor shall coordinate the resurfacing of roadways with Public Works so that any proposed storm sewer pipe replacements can be completed prior to any resurfacing work. No work shall commence on these roadways until advises the Contractor that the storm sewer pipe replacements are complete. The Contractor shall notify Public Works 48 hours prior to starting work. No additional compensation or Contract time will be provided to the Contractor for coordinating this work.

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 **One Hundred twenty (120) calendar days** from the notice to proceed; subject only to delays caused through no fault of the Contractor or acts of God. The work will be substantially complete within a **hundred (100) calendar days**; with final completion **within twenty (20) calendar days** after attaining Substantial Completion. Time is of the essence in the performance of this Contract.

SP-08 LIQUIDATED DAMAGES: The work shall be completed within the contract time specified. The contract time shall include the preparation, submittal, review and approval of submittals, delivery of materials, and construction, assembly, adjustment and placement into service for beneficial use of all facilities covered under this Contract.

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

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not substantially completed within the contract time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure of **ONE THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS (\$ 1,423.00)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Substantial Completion of the work.

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

SP-10 TESTING: Minimum test(s) or testing to be furnished by the Contractor - The Contractor shall furnish tests for hot mix asphaltic concrete delivered to the project. Included shall be a minimum of one (1) test from the first day's production of each type of mix (500 tons) and additional tests for each 1,000 tons of the same mix.

A Contractor's in-house laboratory is acceptable for testing if submitted test reports are accompanied with evidence of laboratory certification by the Florida Department of Transportation.

1. The Contractor's in-house laboratory shall be made available for independent testing by City forces or geotechnical testing firms employed by the City.
2. The Contractor will submit the asphalt mix test for percentage of Asphalt Cement Content, sieve analysis and stability.
3. The Contractor shall submit a certified listing of the sources and descriptions of all materials used in the mix and shall certify the materials listed meet the specifications of the project.

SP-11 BITUMINOUS MATERIAL PAYMENT ADJUSTMENT: The bid unit prices for all items containing bituminous material will be at a unit cost per TON as asphalt. The bid unit price will be a fixed cost.

SP-12 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. Prior to resurfacing, the Contractor shall fill and compact all potholes or other surface distortions in such a manner as to preclude any deflection in wearing surface on all roadways that are to be overlaid and that are a part of this contract unless agreed and approved by the Public Works Department.

Once commencing paving work for each individual roadway begins, the operation must be continuously prosecuted during normal duty hours to its completion. The Contractor shall not interrupt work on a roadway once the process of tack coating and/or paving has begun. The Contractor shall not demobilize forces if a roadway is not completely paved (i.e. one lane or portion of a lane) unless agreed and approved by the Public Works Department.

Shoulder work for each individual roadway, to include clip-back to expose the true edge of pavement, is not to begin sooner than seven (7) calendar days prior to the paving of each individual roadway. The Contractor shall be responsible for the removal and disposal of materials. Restoration and cleanup for each individual roadway must begin no later than seven (7) calendar days after completion of the paving of each individual roadway. This work shall be continuously prosecuted to its completion. Invoices will not be approved until such time that all restoration, including sodding and shoulder work, has been completed for paving operations unless the delay in restoration resulted from conditions beyond the control of the Contractor, as determined by the City.

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

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

SP-13 SAFETY: The Contractor shall at all times take every available precaution to safeguard the Public. The Contractor's personnel shall fully comply with the approved Maintenance of Traffic (MOT); the MOT shall be provided for Glenallen Boulevard and other local road systems that will be rehabilitated.

Contractor shall communicate with the Inspector and act courteously with the Public. 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). The Contractor shall not remove any traffic controls, including off-duty officers and flaggers without permission of the City Inspector until the roadway is completely ready for traffic; therefore, the Contractor shall have personnel on-site until all temporary striping is completed. No open excavations are allowed in the project. Any pipe installation shall be backfilled properly the same day of work on such pipe area to allow safe passing of pedestrians and vehicles. The Contractor shall immediately remove any personnel who fail to conform to this requirement.

SP-14 PREPARATION: The Contractor shall inspect all roadways prior to bidding this project. For all roadways where brush has overgrown onto the roadways, the Contractor shall be responsible for cutting back and removal of brush to clear the road necessary for the paving operation. Unit quantities shown on the Road Inventory Lists are approximate; the City will delineate the extent of asphalt removal and box outs. The City Inspector shall be the sole judge of the limits of the asphalt to be removed and base to be repaired. To allow for the asphalt base to sufficiently cool, all Box Outs shall be completed at least 24 hours prior to resurfacing the roadway. The Contractor shall be paid for this work based on the quantity of work completed and approved.

The preparation of the roadway includes clipping the vegetation away from the edge of the pavement to expose the "true" edge of the roadway. In areas where the "true" edge of pavement is not clearly evident, the City will be the sole judge of determining the "true" edge of pavement. The Contractor shall then completely kill and remove all vegetation within the roadway. The Contractor shall apply herbicides to kill the vegetation, allowing sufficiently time for the herbicides to completely kill the vegetation prior to placing the asphalt. When the Contractor fails to coordinate the application of the herbicide with his paving operation, additional measures, including the mechanical removal of the vegetation, will be required to completely kill and remove the vegetation. Vegetation kill shall be reviewed and accepted for each roadway by the City Inspector prior to the Contractor resurfacing the roadway. The City inspector will notify the Contractor in writing for roadways where vegetation kill is not acceptable. The Contractor accepts all responsibility for placing asphalt on roadways where the City has not accepted the vegetation kill. Prior to placing any asphalt the Contractor shall acknowledge receipt of the City's notification. Failure to acknowledge receipt will result in non-payment for the asphalt placed until 60 days after resurfacing, at which time the City shall inspect the roadway and determine if it is acceptable for payment. For roadways where the Contractor has acknowledged receipt of the City notice but he has chosen to pave the unaccepted roadway, the City may withhold payment for up to 60 days after resurfacing, at which time the City shall inspect the roadway and determine if it is acceptable for payment. Vegetation growing through the newly placed asphalt will be promptly eradicated by the Contractor. The Contractor shall bear all cost of repairing damage to the newly resurfaced roadways as delineated by the City, including but not limited to removal of the asphalt and resurfacing as specified herein.

Unit quantities shown on the Road Inventory Lists are approximate; the City will delineate the extent of milling. The Contractor shall confer with the City Inspector prior to milling to determine the extent of the milling. The Contractor shall inspect the areas to be milled prior to scheduling this work.

SP-15 PAVING: Application rates shown on the Road Inventory Lists are approximate. The City Inspector will determine the final application rate in the field prior to resurfacing. The Contractor is responsible for achieving the requested rate. The City retains the right to alter quantities in this contract with out requiring a supplemental agreement. The Contractor shall accept payment in full, using the current Contract prices for the actual work completed, with no compensation for the deletion of the original estimated quantities.

The Contractor shall have work crews of adequate size to complete the operations necessary for the work being completed (i.e., crews shall include sufficient traffic control, laborers, operators and truck drivers). The Contractors paving crew shall consist of a minimum of seven (7) crew members, not including non-working supervisor, traffic flag person, or members of the preparatory or restoration crews. Crew members shall be experienced in each aspect of the work they are assigned. The City shall be given ample opportunity to inspect the paving; therefore, before the Contractor uses more than two (2) crews placing asphalt, including crews placing asphalt base courses, the Contractor must receive written permission from the City to add the additional crews. The Contractor shall submit their request no later than 72 hours prior to needing the additional crews.

In the event the Contractor fails to comply with these provisions, the City shall withhold payment for the pay items associated with the roadways where the Contractor failed to comply with these Contract provisions until the City makes final payment for all Contract work.

Application rates given refer only to average application rate, therefore, asphalt will be placed as determined in the field by the City. Leveling courses may be required as determined by the City. Asphalt application rates of

greater than 150 lbs. will require multiple lifts. In areas where application rates are 150 lbs. or less, up to 25% of the roadways may require application in two (2) lifts to correct irregularities. Leveling shall be done in a manner that will allow a uniform thickness wearing course to be applied. The leveling course shall be compacted in such a manner and to a density that will not further compact or deform during the placement of the wearing surface. All pavement courses shall be laid to a string line or at the City's inspector discretion. No additional payment will be made to the Contractor for complying with the requirements of this section.

Driveway and Intersection Tapers - Resurfacing shall be tapered to match existing adjacent driveway and intersection pavement. If two (2) courses are to be applied, tapers shall be accomplished with the first course and shall be a minimum of one foot (1') wide per vertical inch in height. This shall include all driveways with existing paving three feet (3') or less from edge of roadway paving.

SP-16 RESTORATION: Unit quantities shown on the Road Inventory Lists are approximate; the City will delineate the extent of restoration pay items. Unless authorized by the City, the Contractor shall be responsible for the restoration costs associated with staging areas, over-clipping or damage to public/private property.

Upon completion of a roadway's resurfacing and before acceptance and payment will be made for same, Contractor shall restore all public and private property which was damaged during the prosecution of the work. Restoration is meant to include grading and stabilizing the shoulders to match the new edge of pavement using materials consistent with what existed prior to construction. This shall be understood to include the use of sod to replace existing sod that has been damaged. Foreign material, such as asphalt chunks and dead vegetation, shall be removed from any spoil used to fill and dress shoulders after completion of paving. Relocation of mailboxes required by the work proposed in this Contract i.e., roadway widening, will be paid at the unit rate; all other mailbox relocations will be the responsibility of the Contractor.

SP-17 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 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 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.

SP-18 RESIDENTS CONCERNS: During the resurfacing operations Residents will contact the City to question the progress of the paving operation or express concerns regarding the work. These concerns are responded to by Public Works, but normally the Contractor will have more detailed information on the actual scheduling of the work or corrective measures required. Therefore, the Contractor will provide a telephone number where Public Works can fax inquiries. The Contractor shall respond to these inquiries within two (2) business days detailing how the inquiry will be addressed and the time frame the Contractor will take in addressing this inquiry. Public Works will maintain a log of inquiries, which will be reviewed at each progress meeting.

SP-19 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:

1. By estimate and acceptance in a lump sum.
2. By unit prices named in the contract or subsequently agreed upon.
3. By cost and percentage or by cost and a fixed fee.
4. By Incidental Field Change Adjustment (IFCA).

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.

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

SP-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 ASSIGNMENT AND SUBLETTING: The Contractor shall not sub-let or otherwise assign more than forty percent (40%) of the contract value. The Contractor shall perform at least 60% of the entire activities as specified with his/her own staff.

SP-22 ADDITION OF ROADWAYS: The City may request the Contractor extend this contract by change order to add roadways. The change order will use unit rates established in this Contract to extent possible to add these roadways. Additional roadways may be added by mutual agreement between the Contractor and the City.

When roadways added by change order are outside of the identified areas, the City may from time to time allow a Mobilization fee. However, that fee shall not exceed three percent (3%) of the subtotal, and will be mutually agreed by the Contractor and the City.

SP-23 QUALIFICATIONS: Contractors/Companies who have been prequalified or certified by Florida Department of Transportation (FDOT) for categories listed under Rule 14-22.003(3), Florida administrative Code, Classification of Work, are automatically qualified to perform the same type of work for the City of North Port. Bidders must have obtained such prequalification or certification not later than the time of bid opening.

**CITY OF NORTH PORT
ROAD REHABILITATION PROJECT**

REQUEST FOR BID NO. 2011-07

TECHNICAL SPECIFICATIONS & CONDITIONS

TS-01 PROJECT SCOPE: The Project consists of furnishing all materials, equipment, labor and operations in connection with, but not necessarily limited to, the following as specified herein and shown on the attached street listings and map of the Project.

- A. Removal of asphalt as required to ensure a solid application surface, and disposal of same;
- B. Resurfacing with asphaltic concrete, tack coat application, herbicide application and clipping of the side of the roadway to provide a stable surface for the asphalt placement;
- C. Road striping with thermo-plastic paint and painting per FDOT Standard Specifications for Road and Bridge Construction, 2007 Edition
- D. Maintenance of traffic;
- E. Roadway re-construction or isolated base repair as required;
- F. Installation of storm drain pipes;
- G. Elimination of Texas swales;
- H. Sod placement as required;
- I. Site clean-up as required.

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

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

TS-03 MATERIALS: All work and materials shall conform to FDOT "Standards Specifications for Road and Bridge Construction", most recent version.

TS-04 SUBMITTALS: Submit four (3) copies of each submittals to the City for review and approval. Submittals shall be provided to the City at the Pre-Construction meeting. Submittals shall be submitted for every materials and products to be installed with the project. Submittals shall include, but not limited to:

- A. Mix design
- B. MOT;
- C. Suppliers with contact information;
- D. Items per SP-04.

TS-05 ASPHALT REMOVAL AND DISPOSAL: The Contractor shall remove all existing asphalt as required by the inspector to ensure a solid application surface for subsequent repaving, and dispose of same in a lawful and environmentally safe and acceptable manner.

Unless otherwise specified, all materials removed in performing asphalt removal shall become the property of the Contractor at the time it is changed from the pre-construction condition.

Disposal of Materials: The Contractor shall not leave objectionable material within the road right of way as result of construction activities.

TS-06 MAILBOXES: The Contractor is responsible for the protection, temporary removal, and/or replacement of all mailboxes necessary for the continued delivery of U.S. mail to local patrons within the project limits. The Contractor shall give written notice to the Postmaster of the delivery route at least seven days (excluding Saturdays, Sundays, and holidays) prior to the beginning of work on the project. The Contractor shall coordinate removal of the patrons existing mailboxes. Patrons shall have the option of removing their mailboxes or leaving the mailboxes in place for removal by the Contractor.

The Contractor shall furnish and install the mailbox in accordance with U.S. Postal Service requirements at each mail patron delivery location, and shall maintain the mailbox throughout the Contract period. The Contractor shall apply box numbers to each patron mailbox in accordance with identification specifications of the Domestic Mail Manual (DMM) of the U.S. Postal Service. Existing mailboxes that were temporarily removed and are not in satisfactory condition for reinstallation shall be replaced with new mailboxes mounted on new posts.

TS-07 ASPHALT RESURFACING: All streets within the project area (see Map 1) shall be resurfaced in accordance with the following:

Preparation of application surfaces: In addition to the applicable Florida D.O.T. specification requirements, any grass or weeds encroaching on, or under a surface to be repaved, restriped SHALL BE TREATED WITH STERILANT IN A MANNER THAT WILL RENDER SAME PERMANENTLY INACTIVE. Remaining material shall be completely removed using a broom from the roadway surface and removed from the site.

Sweeping and Tack Coating: All streets to be repaved shall be swept clean of all loose material, and a tack coat applied in accordance with FDOT specification 300-8. For Arterial or collector roads a trackless tack coat in accordance with FDOT specification, 2011 edition, Section 300 must be used for the entire roadway segments. Contractor shall remove all tack track upon unimproved roadway.

Asphaltic Concrete: Asphalt concrete shall be Type SP-9.5 (ACSC) Application rates and width and other details as listed shall be used per Attachment A, unless modified in the field by the City prior to paving. Optimum temperature of asphalt at the time of application is within the range of 290-300 degrees Fahrenheit, but anything in the range of 275-315 degrees will be acceptable.

Contractor shall improve existing connecting roadway intersections as directed by City of North Port Inspector or representative encountered during paving operations. Intersections shall be marked in the field by a City of North Port Inspector or representative as length and width may vary due to existing field conditions. Intersections shall be paved from a point approximately 30ft back from edge of pavement on road being paved through the turnout radius and into the mainline road. A milled keyway shall be used at the starting point to provide a stable, smooth transition through the intersection into the mainline road surface.

SP 9.5 will be used for surface leveling and overlay. It could be used for T-swailes fill only if approved by the City (See ABC for T-swailes). SP-9.5 asphalt will be placed at a maximum thickness of 1 ½" per layer. During paving activities and at the discretion of the City there would be times that require areas to be leveled with asphalt first with SP 9.5 and have a second final layer of asphalt. This means that some areas will be leveled first with asphalt and later will be followed with the final asphalt layer.

Price Adjustments: There will be no adjustment (increase or decrease) for the Type SP-9.5 (ACSC) or ABC, Asphaltic Concrete unit bid prices.

A quality control technician either employed or retained by the contractor shall be present at all times during paving operations. This person(s) shall be responsible for the daily accounting of asphalt placed, yield, and for validation on a daily basis with the city's inspector that quantities are acceptable. A quantity summary report shall be provided to the City inspector at the end of each work day.

Rolling Straightedge Exceptions: The City may waive or modify straight edging requirements if no milling, leveling, overbuild or underlying structural layer was placed on the project and the underlying layer was determined to be exceptionally irregular.

TS-08 ISOLATED BASE REPAIR: All areas requiring base repair shall be outlined with spray paint by the City. Each base area to be repaired shall be removed by Contractor, and all material removed to the sub-base will be disposed of in accordance with all applicable laws and rules. Streets requiring base and/or sub-base repair are listed, along with estimated quantities in Attachments A and B for the project area. Material used to fill shall be full depth with ABC asphalt to existing roadway surface, properly compacted in lifts of no greater than 3 inches.

TS-09 ROADWAY RECONSTRUCTION: Tonage for sections requiring reconstruction are listed in Attachment A. Roadway reconstruction shall be completed by the contractor in accordance with the following:

1. Start and stopping points as determined by the City shall be saw-cut or milled the entire length and width of the reconstruction area.
2. In areas to be re-constructed, the Contractor will "clip" the edges of the existing asphalt, 16" minimum beyond the edge of the pavement. A sterile weed killer will be used in the areas where grass has grown onto the asphalt, at or before, where the clipping is performed. Clipping and spraying should be completed one (1) week before the area is re-constructed.
3. For base reconstruction: Use Asphaltic Base Concrete (ABC) per FDOT SSRBC Section 280 (1999 or 2000 Edition). ABC shall be use for T-swaes and base repair.
4. SP-9.5 asphalt will be placed at a maximum thickness of 1 ½". During paving activities and at the discretion of the City there would be times that require areas to be leveled with asphalt with SP 9.5 and have a second final asphalt layer. This means that some areas will be leveled first with asphalt and later will be followed with the final asphalt layer.
5. All testing will be at the expense of the Contractor. An independent laboratory (if requested by the City) may be required for additional testing that may be required by the City in questionable areas. If the tests show that the area meets job specifications, the City will pay for the additional testing. If the material fails, the testing will be borne by the Contractor.
6. Sod will be placed along the edge of new asphalt, 16" wide. If sod is placed wider than 16" of width, Contractor shall re-arrange the sodding and place it at 16" of width. The Contractor will be paid only for a width of 16" by the actual length of sodding placed. Any area disturbed by the Contractor, will be graded and sod placed to prevent erosion. All sod placed shall be cut in to match existing grade.
7. At all times, the work area will be kept clean and in a safe working condition so as not to cause any safety hazards for the General Public, Contractor employees or City personnel.
8. All excess material or spoils materials will be removed and properly disposed of by the Contractor or his subcontractor, at no additional costs to the City.
9. Proper maintenance of traffic will be required at all times. Every consideration will be given to the home or business owners, in the affected areas, to help ensure that they may travel as freely as possible, considering the conditions at hand.

TS-10 TEXAS SWALES (T-Swales): All “Texas swales” in the project area are to be eliminated, and new cross drain pipes installed to handle drainage. Locations and sizes for all new pipes shall be as shown in Attachment A. All pipes shall be inspected by the City upon delivery and prior to installation. Installation shall be as follows:

1. All locations for new storm pipe placement are to be saw cut and opened at a minimum of 2’ wider than where the new pipe is to be placed (1 foot on either side from edge of pipe), and all material removed to the base of where the pipe will be laid. Utility locates as required shall be the Contractor’s responsibility. All material excavated and removed shall be properly disposed of in accordance with all applicable laws and rules and as per Section TS-05.
2. Contractor shall supply and place all new pipes as required. No broken pipes will be allowed for installation. Contractor shall set pipe centerlines (length-wise) 36 feet from the inside edge-of-pavement of the nearest perpendicular cross street. City staff shall verify each location. Invert elevations for both ends of all new pipes shall be supplied to the Contractor by the City. All new pipes shall be FDOT approved ERCP. All pipes installed on local roads shall be a minimum 40 feet in length and as shown. Bell end of the pipe shall be installed on the upstream side of the swale.
3. All pipe bedding/ foundation shall meet F.D.O.T. most recent version of specifications (Section 125-8 or most recent). Contractor shall place new pipes to line and grade, and then backfill the entire swale area with full depth asphalt at each location where new pipe is placed. Asphalt shall be properly compacted at no greater than 3” lifts up to the surrounding roadway surface elevation. Pipe inverts shall be checked by City before backfilling and compaction.
4. Pipes shall be wrapped with filter cloth at joints approximately 24” wide with a 12” overlay prior to being back filled (F.D.O.T. 201). Pipe shall have the ends wrapped with silt barrier at time of back fill. All pipe shall include a minimum of 25-ft up to 100’ of swale grading at each end and in both directions of pipe, including re-sodding, and clean up as required. Contractor shall also provide soil-fill material to regrade the shoulder within the T-swale area. Such material shall be suitable for grass growing and shall not have shell base material.
5. Sumping of pipes may be required by the City on occasions in order to provide adequate cover over the pipe(s) without causing a “hump” in the road. Invert elevations and sizes for such sumped pipes will be provided to the Contractor by the City.
6. Each T-Swale location that has a drop off greater than 2” inches from the newly constructed edge of pavement elevation shall be backfilled with suitable soil as such. Provide suitable soil material to the shoulder area adjacent to the edge of pavement and then proceed with providing a sloped shoulder not to exceed 3:1 [horizontal/vertical] to a point within the swale right of way matching existing grade or to the centerline of the existing swale. The shoulder restoration shall be such that there will be no gap between the existing swale slope and the sod placed and as specified on Index item # 105 per FDOT Design Standards 2011 Edition.

The T-swales shall be backfilled with asphaltic material (ABC or SP 9.5) the same day of pipe installation. Asphalt placed on T-swales shall be per FDOT SSRBC Section 339, 2007 Edition. Although the paving of the T-swales may not be completed until such road segment has been paved, the T-swale must have sufficient asphalt placed to allow for safe vehicle crossing and traffic conditions. The City inspector will determine if the asphalt placed is sufficient to accommodate vehicular traffic.

Shoulder backfilling and grading shall not impede drainage flow. Complete sodding of newly constructed shoulder. All new pipe placements shall be inspected by City before backfilling. If backfill is completed before such inspection occurs, pipes shall be uncovered at the Contractor’s expense, for the City’s viewing. The City will provide the Contractor a report with the necessary information for the installation of the T-swales pipes. Such report includes information such as Temporary Bench Marks (TBMs), pipe size and length and inverts EL. The Contractor shall install the T-swale pipes utilizing the City’s report information. In the case any changes are needed for field adjustment, the City will provide Contractor with updated information, which will supersede the one provided in the Report. The Report will be provided to the Contractor at the Pre-Construction meeting.

TS-11 STRIPING AND MARKINGS: Striping and markings of roadways shall be consistent with FDOT SSRBC Sections 710 and 711 of SSRBC 2007 Edition. The striping shall not commence without the proper road preparation by the Contractor. Preparation includes removal of any kind of vegetation and soil material present on the striping area. Striping and marking activities will commence **ONLY** after approval has been granted by the City Inspector in writing or via e-mail. No striping will be paid until area to be striped has been approved by the Inspector.

TS-12 CROSS DRAIN PIPE REPLACEMENT: New FDOT-approved elliptical reinforced concrete (ERCP) cross drain pipes shall be supplied and installed by Contractor to replace existing pipes, which shall be removed and disposed of by the Contractor (along with any other waste materials) in accordance with all applicable laws and rules. Locations and sizes for all replacement ERCP pipes are per Attachments A and on the accompanying maps. All pipes shall be inspected by the City upon delivery and prior to installation. Installation shall be as follows:

1. Contractor shall supply and place new pipes at invert EL provided by the City. Cross drain pipes lengths shall be per Attachment A. There may be instances where a shift in alignment may be necessary thereby increasing the length of pipe. In those instances the additional length will be in eight feet sections.

2. All locations for storm pipe replacement are to be saw cut and opened at a minimum of 2' wider than the pipe to be placed (1 foot on either side). Excavated material, including existing pipes, shall be properly disposed of in accordance with all applicable laws and rules. Utility locates shall be the Contractor's responsibility.

3. All pipe bedding/ foundation shall meet 2007 F.D.O.T. specifications (Section 125-8) or most recent. Contractor shall place new pipes to line and grade as specified, and backfilled with suitable backfill material at each location where pipe is placed. Backfilled material shall be approved materials compacted to a minimum of 95% of AASHTO T-99 density. Contractor shall use full depth asphalt to "Patch" the open cut from the sub-base up to the existing roadway surface. Asphalt shall be properly compacted at no greater than 3" lifts up to the existing roadway surface. Inverts shall be checked by City before pipe trench is backfilled and compacted. Asphalt shall be placed with a smooth transition between the crossdrain patch and remaining of the road. Asphalt shall be placed no later than 24-hr once the crossdrain pipe has been installed.

4. Pipes shall be wrapped with filter cloth at joints approximately 24" wide with a 12" overlay prior to being back filled (FDOT 201). Pipe shall have the ends wrapped with silt barrier at time of back fill. All pipe shall include up to 25' of swale grading at each end and in both directions of pipe, including re-sodding, and clean up as required.

All new pipe placements shall be inspected by City before backfilling. If backfill is completed before such inspection occurs, pipes shall be uncovered at the Contractor's expense, for the City's viewing.

TS-13 PERMANENT CONTROL POINTS REPLACEMENT (PCPs): PCPs will be addressed by the City on a different contract.

TS-14 INCIDENTAL REPAIRS AND INCIDENTALS FIELD CHANGE ADJUSTMENTS (IFCA): During the course of the project there could be situations that require modifications, repairs or changes due to unforeseen situations. In the case of repairs associated with the breaking of irrigation systems Contractor shall be responsible for the repairs of any damaged irrigation system(s) and shall make such repairs to equal or better than encountered prior to the continuation of construction activities at their own cost. Chipped Driveway Aprons shall be repaired with same material as encountered. It shall be the responsibility of the contractor to video or photograph any existing damaged driveway aprons encountered prior to commencement of all phases of paving operations. Loss claims due to property damage during all phases of paving operations shall be at the contractors risk and referred to the contractors' loss prevention and or insurance company.

Any additional incidental change on the field will be as specified on Section SP-19. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation

from the terms of this Contract. Such changes must be approved by the City and contractor shall not proceed with the field changes without prior approval from the City.

TS-15 ITEMS FOR PAYMENT: Items for payment for each of the four project areas (as applicable) are as described below.

1. Mobilization – Bid Item 1

The work specified in this section consists of the preparatory work and efforts required to mobilize for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, sanitary facilities, supplies, and incidentals to the project site, as required by these specifications, State and Local laws and regulations. The costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this section. Mobilization shall be in accordance with FDOT Specification Section 101, except as modified herein. Demobilization shall include removal of equipment, completion of punch list items, and cleanup as required.

Mobilization/Demobilization costs shall not exceed 5% of the **sub-total** Contract cost.

Measurement for Payment: Payment for Mobilization/ Demobilization shall be lump sum at the Contract price for the entire project, and shall include all items, devices, equipment, materials, labor, and operations to perform all work as described herein. Payment shall be 50% for mobilization and 50% for demobilization, and shall be made in accordance with FDOT Specification Section 101-2.2 (or most recent version).

2. Maintenance of Traffic (MOT) – Bid Item 2

Contractor shall maintain at least one (1) lane of traffic at all times for local, arterial and collector roadways, and comply with the Manual on Uniform Traffic Control Devices, maintaining safe conditions at the job site at all times. Detours will be allowed for local streets, so long as any plans for such detours are approved by the City at least 2 business days in advanced.

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

MOT Plan: Prepare a detailed work zone MOT plan for Glenallen Boulevard and/or any additional Arterial or Collector road to be paved. The Contractor shall provide an MOT Plan prepared by a certified MOT specialist who has successfully completed advanced training in Maintenance of Traffic. The Contractor shall not begin work until a MOT plan is approved in writing by the City. MOT plans modifications require the City's written approval. Except in an emergency, no changes to the approved plan are allowed until written approval is received. The repairs and road reconstruction on Glenallen Boulevard shall be done only during Saturday and Sunday. However the repairs shall be done and the road must be open by Sunday night. The scope for the repairs includes base repair, milling and resurfacing.

Maintenance of Detours: The Contractor shall repair, at his expense, all potholes and other localized failures on streets used as detour routes and haul roads to simplify construction operations.

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

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

The Contractor shall notify all Emergency Agencies (Including City's Fire and Police Departments) affected by the work being performed, at least twenty-four (24) hours in advance. The Contractor will also notify, North Port Solid Waste, Sarasota County School Board Transportation, and the North Port Post Office of the areas affected. MOT shall be pre-approved by the City prior to the start of any work. Failure to comply with the terms in this section as determined by the City shall result in the immediate halt of all work operations until such time as all deficiencies and problems are corrected to the satisfaction of the City and the Contractor is authorized by the City that work may resume.

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

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

Measurement for Payment: Payment shall be made Lump Sum at the Contract price for this item, and shall include all necessary labor, equipment and incidentals costs for the duration of the project.

3. Asphalt Resurfacing – Bid Item 3

All streets in the various project areas shall be resurfaced by the Contractor in accordance with those specifications outlined in Item TS-05 and TS-07. Tonnages for estimating purposes have been based on 150 lbs / SY of roadway resurfaced, 75 lb/SY for leveling course and 100 lb/SY for T-SWALES asphalt filler. In reality, however, some road segments may require more, based on the number of potholes to be filled along the way.

The Contractor shall perform isolated base repair as specified on Section TS-08 and on Section TS-09. The various quantities shown on the summary of pay items for this Item are for estimating purposes and for award only, and may be more or less in actuality as measured in the field.

Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface more than 1-inch deep by spot patching with leveling course mixture, and compact thoroughly.

Measurement for payment: Payment shall be made at the contract unit price per ton for the actual tons laid in place for all completed street and roadway segments, and shall include all labor, equipment, and materials required to complete this item. Payment shall also include all necessary material (including asphalt filler for T-Swales), labor, and equipment required to complete this item, including elimination and subsequent filling of the swales.

No payments will be made for partial segment completion(s), and no separate payment will be made for preparation, tack, herbicide application or any other related operations.

4. Road Striping – Bid Items 4 & 9

The Contractor shall apply thermo-plastic striping to all roads that are currently striped, in the same locations and with the same type(s) of striping (i.e., yellow, white, double yellow, solid or skipped). The Contractor shall do likewise for stop bars. There may be instances where the City will require modification of striping areas to be striped different than the existing. The work specified in this section consists of layout and placement of traffic lane striping and stop bars in accordance with Section 710 of **FDOT Standard Specifications for Road and Bridge Construction**, 2007 Edition (or most recent). In addition Contractor shall install raised reflective pavement markers and bituminous adhesive as required on road areas where they currently exist, in order to provide a positive guidance system to supplement other pavement markings, all in accordance with Section 706 of the FDOT Specifications.

The quantity of Road Striping is approximate and is given as a basis of calculation for award of the Contract. The actual quantities may vary from the estimated amount. However, the Contractor shall not exceed the quantity as shown on the bid form without written approval from the City.

Measurement for Payment: Payment for all work and incidental costs specified for this item shall be paid at the Contract unit price per lineal foot for lane striping, for each new reflective pavement marker furnished and installed for the reflective pavement markers and all associated work. Payment shall be made for each stop bar placed as specified. Unit prices for both shall include any temporary traffic stripes or markings as required.

5. Sod for Shoulder Restoration – Bid Item 5

Sod shall be Bahia, FDOT No. 575. Sod installation shall be in accordance with the provisions of Section 575 of **FDOT Standard Specifications for Road and Bridge Construction 2007 Edition (or most recent)**. Sod shall be watered at a minimum once a week and fertilized as required to ensure growth. Soil shoulder material shall be suitable for sod growth and shall not be sandy soil or soil with shell derivatives. Materials not suitable for sod growth will be rejected by the City. Any sod replacement in front of existing homes shall be completed with like sod and shall be cut in to match existing sod. Sod cut over 48 hours will NOT be used unless approved by the City. Shoulder restoration shall be one standard width sod piece (16") placed along edge of shoulder pavement. At Texas Swale locations, sod shall be placed as described in TS-10 item #6 for sodding all newly placed fill material. The City may request Contractor to provide proof that shows that sod has not been cut for a period larger than 48 hours. If excavated backfill material is to be stored within the roadway right-of-way, the area involved must be barricaded with a minimum of four (4) lighted type II barricades and silt fenced and be in compliance with M.U.T.C.D. specifications.

Measurement for Payment: Payment for all work and incidental costs specified for this item shall be paid at the Contract unit price per SY for sodding, and shall include all incidental materials including soil shoulder material as specified herein. Payment shall be made for each SY as specified.

6. ERCP Pipe – Bid Item 6

The Contractor shall install elliptical reinforced concrete pipe (ERCP) as required and specified herein. The various quantities of pipes shown on the bid tab for this Item are for estimating purposes for award only, and may be more or less in actuality as measured in the field. The ERCP pipe includes sizes from 12"x18", 14"x23", 19"x30" and 24"x38". All new pipes installed with a size equal to or greater than 19"x30" ERCP or 24" RCP shall have approved mitered end sections installed at time of pipe installation. Whenever a listed ERCP is installed beyond the center of the swale Contractor shall coordinate with the City for cutting or modification of the ERCP as necessary.

Measurement for payment: Payment shall be made at the contract unit price per linear foot for each completed pipe installed and shall include all labor, equipment and materials required to complete this item. In addition Payments shall be made for each mitered end installed as required and specified.

7. Asphalt Removal and Disposal – Bid Item 7

The Contractor shall remove loose asphalt as required to ensure a solid application surface as specified herein. The various quantities shown on the bid tab for this Item are for estimating purposes for award only, and may be more or less in actuality as measured in the field. The Contractor shall also dispose of all asphalt material removed in accordance with Article TS-05. The various quantities shown on the bid tab for this Item are for estimating purposes for award only, and may be more or less in actuality as measured in the field.

Measurement for payment: Payment shall be made at the contract unit price per square yard of asphalt removed and disposed of all completed street and roadway segments, and shall include all labor, equipment and materials required for such asphalt removal and disposal. No payments will be made for partial segment completion(s).

8. Texas Swales – Bid Item 8

All Texas swale areas shall be eliminated, and new pipe installed at each location in accordance with the specifications as outlined in Item TS-10. All new pipes installed with a size equal to or greater than 19"x30" ERCP or 24" RCP shall have approved mitered end sections installed at time of pipe installation. Whenever a listed ERCP is installed beyond the center of the swale Contractor shall coordinate with the City for cutting or modification of the ERCP as necessary.

Measurement for Payment: Payment for this item shall be made at the Contract unit price per linear foot of new ERCP pipe furnished and installed by the Contractor as specified herein, and shall include all incidental materials including soil shoulder material (not including asphalt filler), swales associated work per Section TS-10, labor, and equipment required to complete this item. In addition Payments shall be made for each mitered end installed as required and specified.

9. Sidewalk adjustments – Bid Item 9

There are several areas that will require adjustment to sidewalks at T-swale locations. The Contractor shall be responsible for the removal of the sidewalk areas as delineated/marked by the City inspector, install and regrade to the specified slope (as instructed by the City Inspector) with soil material and for the replacing of the new sidewalk areas to bring back the sidewalks consistent with the new asphalt as a result of the new piped swale area. The concrete for the sidewalk shall be of fibermesh with @ 3,000psi.

Measurement for Payment: Payment for this item shall be made at the Contract unit price per square foot for demolition and replacement of new sidewalk (item 9.a) and the furnishing and installation of soil material in cubic yards to grade the sidewalk to the proper elevation (item 9.b). The work to complete the sidewalk adjustment shall include all incidental materials, manpower and equipment.

10. Pipe removal – Bid Item 10

There are a few pipes that need to be removed from their locations. Contractor shall remove and dispose of the old pipe as required by state and local regulations. The pipe removal excavations shall be backfilled to meet at a minimum LBR 40 and per Specification Section T-20. The last 6' of the open trench shall be filled with rolled and compacted ABC.

Measurement for Payment: Payment for this item shall be made at the Contract unit price per location for the removal of each pipe including all equipment, manpower, materials, disposal, backfill and asphalt addition as specified herein.

11. Catch Basin Retrofit – Bid Item 11

This contract includes locations that will require installation of a pipe within a catch basin. The work associated with this effort shall include all the materials labor and equipment for the installation of the pipe into such catch basin. Such work also includes the opening of a hole on the catch basin wall, the protection of such catch basin

and the opening of two holes 8" Wide X 6" High as indicated by the city inspector. Contractor shall take all precautions for the protection of the catch basin and shall be responsible for the replacement of the entire catch basin and all associated cost if additional damage occurs to the catch basin.

Measurement for Payment: Payment for this item shall be made at the Contract unit price per location for the retrofit of each catch basin including all equipment, manpower, materials, disposal, backfill and asphalt addition as specified herein.

TS-16 CLEAN UP: Upon completion of work and before acceptance and payment will be made for same, Contractor shall restore all public and private property which was damaged during the execution of the work, to prior or better condition. Restoration shall be understood to include the installation of sod to replace existing sod that has been damaged. Foreign material, such as asphalt chunks and dead vegetation, shall be removed from any spoil used to fill and dress shoulders after completion of paving. Daily clean up to include general site work, street sweeping dust abatement. All waste material is to be disposed of in accordance with all applicable laws and rules. No separate payment for performing clean-up work as required shall be made.

TS-17 TESTING: The Contractor will pay for all compaction or other related testing deemed necessary. Testing will include, but not limited to, density testing, proctors, LBR's and daily asphalt production testing at the plant, when required. Contractor shall provide to the City on a daily basis, a copy of the lab results and field results for each day of production. The Contractor shall pay for any re-testing due to failure. The Contractor will use the services of an Independent Testing Laboratory, approved by the City of North Port Public Works Department.

TS-18 CRITERIA FOR AWARD: The award of this bid shall be to the lowest responsive, responsible bidder who meets or exceeds the minimum requirements of these specifications. Other consideration(s) of award shall be local business status, FDOT prequalified contractor, references, equipment list and notice needed prior to commencement. 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. If, after bid opening, the lowest bidder is deemed non-responsible by the City, the bidder shall follow protest of this bid in accordance with chapter 2, Article VIII Section 2-409 of the City of North Port Code of Ordinances. Failure to file a protest in accordance with above shall constitute a waiver of the right to protest.

**CITY OF NORTH PORT
ROAD REHABILITATION PROJECT
REQUEST FOR BID NO. 2011-07**

INSURANCE REQUIREMENTS

WORKERS COMPENSATION: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

COMPREHENSIVE GENERAL LIABILITY: Occurrence from required. Aggregate must apply separately to this Contract/job. Minimum \$3,000,000 each occurrence; \$6,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.

PROPERTY INSURANCE/BUILDERS RISK INSURANCE: The contractor shall purchase and maintain property insurance/builders risk insurance for the Work to the full insurable value thereof. This insurance shall be in an amount sufficient to protect the interests of the City of North Port, Contractor, subcontractors, Designer, and Designer's consultants in the Work, all of whom shall be listed as insured or additional insured parties. The insurance shall: be written on a Builder's Risk all-risk or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplemental Conditions; include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of the Designer); and cover materials and equipment stored at the site or at another location that was agreed to in writing by City of North Port prior to being incorporated in the Work, provided that such materials and equipment have been included in an application for payment. The Contractor shall also purchase and maintain coverage against losses, damages and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property.

BUSINESS AUTOMOBILE LIABILITY: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$3,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this agreement.

ENVIRONMENTAL / POLLUTION LIABILITY: With City named as an "Additional Insured" Required when dealing with any substance as defined and regulated per Florida Statutes 487. (Pesticide Regulation and Safety) Pollution Liability is generally excluded from most General Liability policies. A separate Pollution Liability policy is required with minimum limits of \$100,000 each occurrence and \$300,000 general aggregate. Occurrence form required.

SPECIAL REQUIREMENTS:

City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy, the Business Auto Policy, Environmental/Pollution Liability and the Builders Risk.

Certification of same shall be required along with a stand-alone Hold Harmless Agreement. All certificates of insurance and the City's Hold Harmless Agreement must be on file with and approved by the City before commencement of any work activities under this agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

Hold Harmless: After notification of award, the successful bidder shall indemnify and save the City harmless per the terms of **sample Contract number 2011-07** attached to the bid documents. Nothing in the award,

resulting agreement, or Contract shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute 768.28.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the Contract period. Renewal certificates shall be sent to the City thirty (30) business days prior to any expiration date. There shall be a thirty (30) business day notification to the City in the event of cancellation or modification of any stipulated insurance coverage. It shall be the responsibility of the Contractor to insure that all Subcontractors comply with the same insurance requirements that he/she is required to meet. All certificates of insurance meeting the required insurance provisions shall be forwarded to the City of North Port Purchasing Office.

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

**CITY OF NORTH PORT
ROAD REHABILITATION PROJECT**

BID NO. 2011-07

BID FORM

Name of Bidder: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

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

The undersigned as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal 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:

BID PRICE:

BID TOTAL 1-11 _____ **\$** _____
(Print) (Numeric)

COMPANY: _____

SIGNATURE: _____

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

Notice needed prior to commencement_____Calendar Days.

All work shall be completed within (120) calendar days

LIQUIDATED DAMAGES ARE \$1,423.00 PER CALENDAR DAY

Local Business Status: If Bidder affirms that it is a local business or North Port local business as defined in Ordinance 2009-10, then either the Affidavit Claiming Status as a Local Business, or the Affidavit Claiming Status as a North Port Local Business, which are included as a part of this bid package, must be completed and returned.

☐

Yes, our business qualifies as a "Local Business" and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☐

Yes, our business qualifies as a North Port Local Business and has completed and attached the 'Affidavit Claiming Status as a North Port Local Business' as a part of our submission.

☐

No, our business does not qualify as a Local Business or North Port Local Business.

Employee Bidding: Due to the requirements of Florida Statute §112.313(12), Bidders who are City employees or advisory board members shall indicate their status below.

☐

Yes, I am an employee of the City of North Port

☐

Yes, I am serving on an Advisory Board

Please indicate by (√) that you have included the following documentation with your bid:

() References

() The Bidder shall submit proof that the company is authorized to do business in the State of Florida

() Contractor has reviewed all the insurance requirements

Contractor's License No.: _____

Contractor's FEID #: _____

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

COMPANY: _____

SIGNATURE: _____

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

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

ACCOMPANYING THIS PROPOSAL IS _____

(insert the word(s) "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.

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 Department 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".

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.

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

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

Company Name _____

Mailing Address _____

City _____ State _____ Zip Code _____

Location Address _____

City _____ State _____ Zip Code _____

Name (typed or printed) _____

Title of Undersigned _____

Signature _____ Date _____

FEID# _____

COMPANY NAME & SIGNATURE: _____

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

**BID SCHEDULE
SUMMARY OF PAY ITEMS**

(Attachment B)

Item Description	Unit	Est. Qty	Unit Price	Extended Price
1) Mobilization	LS	1		
2) M.O.T.	LS	1		
3) Resurfacing				
a. type SP-9.5/SIII	TN	15,934		
b. type SP-9.5 (trackless tack)	TN	1,366		
c. Struc Course (ABC)	TN	2,518		
d. Milling (Bridge & Base Repair)	SY	17,620		
4) Road Striping				
a. 6" Yellow [skip]	LF	290		
b. 6" Solid Yellow	LF	525		
c. 6" Solid White	LF	10,056		
d. Double Yellow	LF	4,450		
e. Stop Bar	EA	9		
f. Turn Arrow	EA	4		
g. R.P.M.	EA	500		
h. Crosswalk	EA	3		
i. School Symbol	EA	5		
5) Sodding Restoration	SY	25,528		
6) ERCP Pipe				
12x18	LF	1,184		
14x23	LF	504		
19x30	LF	160		
24x38	LF	48		
a. Mitered End	EA	14		
7) Asphalt Removal	SY	75,367		
8) T-Swale				
12x18	LF	520		
14x23	LF	200		
19x30	LF	24		
a. Mitered End	EA	2		
b. Shoulder Restore (soil material)	EA	18		

***CITY OF NORTH PORT
REQUEST FOR BID NO. 2011-07
ROAD REHABILITATION PROJECT***

9) Sidewalk Adjustment				
a. demolition & installation	SF	1920		
b. backfill material	CY	70		
10) Pipe Replacement				
a. removal & backfill	EA	4		
11) Catch Basin Retrofit				
a. catch basin retrofit for pipe inst	EA	3		
TOTAL BID PRICE				\$

COMPANY NAME _____

SIGNATURE: _____

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

**AFFIDAVIT
Claiming Status as a Local Business**

State of _____

County of _____

SS.

Before me, the undersigned authority, personally appeared:

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

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

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

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

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

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

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

State of Florida

County of _____

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

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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

AFFIDAVIT
Claiming Status as a North Port Local Business

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

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

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

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

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

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

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

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

State of Florida
County of _____

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

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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

REFERENCES/CLIENT LISTING: REFERENCES/CLIENT LISTING: (List similar projects (Projects of similar scope and size, successfully completed within the past five (5) years). Attach additional sheets if necessary. Attach additional sheets if necessary.

1. Business/Customer Name: _____

Name of Contact Person: _____ Telephone# _____

Project Description/Location: _____

Contract Period: _____

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

2. Business/Customer Name: _____

Name of Contact Person: _____ Telephone# _____

Project Description/Location: _____

Contract Period: _____

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

3. Business/Customer Name: _____

Name of Contact Person: _____ Telephone# _____

Project Description: _____

Contract Period: _____

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

COMPANY NAME:: _____

SIGNATURE: _____

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

EQUIPMENT

Equipment is located at: _____

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

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

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for the **ROAD REHABILITATION PROJECT**. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

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

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

SUPPLIER(S)

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

COMPANY NAME:: _____

SIGNATURE: _____

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

NON-COLLUSIVE AFFIDAVIT

State of _____
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

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

1. _____ He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the offeror that has submitted the attached proposal;

2. _____ He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. _____ Such proposal is genuine and is not a collusive or sham proposal;

4. _____ Neither the said offeror 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 offeror, firm, or person to submit a collusive or sham proposal in connection with the work for which the attached proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any offeror, firm, or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal work.

Signed, sealed and delivered this _____ day of _____, 200____.

By: _____

_____ (Printed Name)

_____ (Title)

State of Florida

County of _____

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

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

COMPANY NAME:: _____

SIGNATURE: _____

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DRUG FREE WORKPLACE FORM

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

Company name

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

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

Signed _____

Dated _____

COMPANY NAME:: _____

SIGNATURE: _____

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PUBLIC ENTITY CRIME INFORMATION

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 firm of _____, located at

_____ ,

City: _____, State: _____ Zip: _____

have read and understand the contents of the above.

Signature: _____ Date: _____

Telephone: _____ Fax: _____

Federal ID #: _____

Signed, sealed and delivered this _____ day of _____, 200____.

By: _____

_____ (Printed Name)

_____ (Title)

State of Florida
County of _____

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

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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STATEMENT OF ORGANIZATION

Bidder must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture.

If the Bidder is an **INDIVIDUAL**:

Individual's Name: _____

D/B/A: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If the Bidder is a **PARTNERSHIP** (Provide names and signatures of all partners):

Company Name: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

(Attach additional sheets if necessary)

COMPANY NAME:: _____

SIGNATURE: _____

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If the Bidder is a **CORPORATION:**

Corporation Name: _____

State of Incorporation: _____ **CORPORATE SEAL** _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If Bidder is a **JOINT VENTURE:**

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

COMPANY NAME: _____

SIGNATURE: _____

RETURN ONE (1) ORIGINAL AND ONE (1) COPY

STATE OF _____
COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

() Offeror shall submit proof that the company is authorized to do business in the State of Florida.

COMPANY NAME:: _____

SIGNATURE: _____

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SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

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

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

Authorized Signature/Title

Sworn to and subscribed before me

this _____
(date)

Notary Public Signature

(Notary Seal)

My Commission Expires:_____

**CITY OF NORTH PORT
ROAD REHABILITATION PROJECT
SAMPLE CONTRACT
BID NO. 2011-07**

This CONTRACT is made this [REDACTED] day of [REDACTED], 2011, by and between the **CITY OF NORTH PORT**, a Municipal Corporation of the State of Florida, hereinafter referred to as the "**CITY**" and 0707070707070707070707070707070707, address hereinafter referred to as the "**CONTRACTOR**."

WITNESSETH

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

1. RESPONSIBILITIES OF THE CONTRACTOR:

A. Responsibility for and Supervision of the Road Rehabilitation Project - The **CONTRACTOR** shall be solely responsible for all duties under this Contract, including, and not by means of limitation, the techniques, sequences, procedures and means, and for all coordination of the work.

The **CONTRACTOR** shall supervise and direct the work to the best of his ability, give it all the attention necessary for such proper supervision and direction and not employ for work on the project any person until or without sufficient skill to perform the job for which the person was employed.

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

B. Furnishing of Labor, Materials, etc.: The **CONTRACTOR** shall provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, and all transportation and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained, and with the **RFB No. 2011-07**, including the plans and specifications, addendums and with the proposal submitted by the **CONTRACTOR** and on file with the **CITY**. The foregoing Request For Bid, plans, specifications, and proposal submitted by the **CONTRACTOR**, are hereby specifically made a part of this Contract as fully and to the same effect as if the same has been set forth at length herein and by reference hereto are made a part hereof.

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

2. CONTRACT PRICE: In consideration of the foregoing services, work, labor and materials to be furnished by the **CONTRACTOR** as per said plans, specifications and addendums, the **CITY** agrees to pay and the **CONTRACTOR** agrees to receive payments in accordance with quantities and prices set forth in the **RFB No. 2011-07**, and amended from time to time to account for actual field conditions.

The **CONTRACT PRICE** is _____ (**\$07070707.00**).

3. PAYMENT: Two (2) original requests for payment must be submitted to the City of North Port on a form approved by the City. Each pay request must be accompanied by updated release of liens by subcontractor and/or suppliers along with updated work schedule to reflect progress of work. Price shall be net and all invoices payable according to the Florida Local Government Prompt Payment Act (F.S. 218). Upon certification and approval by the City or its duly authorized agent, progress payments may be made to the Contractor upon his/her application for all services or work completed or materials furnished in accordance with the contract. Prior to fifty percent (50%) completion, As the construction work progresses, each month the Contractor will be paid the total value of the work completed and accepted during the preceding month, less ten percent (10%) retainage. After fifty percent (50%) completion of the construction services purchased pursuant to the contract, the City must upon request, reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment made to the Contractor. For purposes of this subsection, the term "fifty percent (50%) completion" is the point at which the City has expended fifty percent (50%) of the total cost of the construction services purchased as identified in the contract together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the contract. The City shall inform the Contractor's Surety of any reduction in retainage. Contractors must update each new pay request in accordance with any changes made to the previous submittal. The City or its duly administrative agent, of all work, materials or services furnished under this Contract shall make final payment after approval.

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 Notices of Lien have been resolved, and the City has retained adequate coverage for the project through the achievement of Final Completion.

5. PERFORMANCE AND PAYMENT BOND: The **CONTRACTOR** shall furnish to the **CITY**, prior to the commencement of operations hereunder, either a cash bond, irrevocable letter of credit, or a surety bond, executed by the **CONTRACTOR**, and where applicable, a surety bond company authorized to do business in the State of Florida, in an amount no less than one hundred percent (100%) of the Contract price herein, which bond shall be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished hereunder, and the payment of all subcontractors, material, men, and laborers. The **CONTRACTOR** shall be required to record the performance bond in Sarasota County Public Records and to furnish the **CITY** with certified copy before commencing work per Florida State Statute 255.05(1) (a). All bonds and letters of credit shall be subject to the approval of the **CITY**.

6. INSURANCE: It is further agreed that the **CONTRACTOR** shall be required to, and shall procure and maintain, the following types of insurance coverage and shall furnish certificates representing such insurance during the life of this Contract

The policies of insurance shall be written on standard forms and placed with an insurance carrier, both approved and licensed by the Department of Insurance of the State of Florida. Said policies shall include the **CITY OF NORTH PORT** as additional named insured. This does not pertain to Worker's Compensation Insurance.

A. Workers Compensation: The **CONTRACTOR** shall procure and maintain during the life of this Contract Worker's Compensation Insurance for all his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the **CONTRACTOR** shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by protection afforded by the **CONTRACTOR's** Workers Compensation Insurance.

In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation Statute, the **CONTRACTOR** shall provide, and shall cause each subcontractor to provide, Employer's Liability Insurance for the protection of such of his employees not

otherwise protected under such provisions. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the **CONTRACTOR** with the **CITY** within a reasonable time after the execution of this Contract. Coverage is to comply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.

B. Comprehensive Commercial General Liability Insurance: The **CONTRACTOR** shall procure and maintain, and require all subcontractors to procure and maintain during the life of this Contract, a comprehensive general liability policy, including, but not limited to, 1) Independent Contractor's liability; 2) products and completed operations liability; 3) contractual liability; 4) broad form property damage liability; and 5) personal injury liability. The minimum shall be no less than \$3,000,000 each occurrence; \$6,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage. The City of North Port shall be named as additional insured.

PROPERTY INSURANCE/BUILDERS RISK INSURANCE: The contractor shall purchase and maintain property insurance/builders risk insurance for the Work to the full insurable value thereof. This insurance shall be in an amount sufficient to protect the interests of the City of North Port, Contractor, subcontractors, Designer, and Designer's consultants in the Work, all of whom shall be listed as insured or additional insured parties. The insurance shall: be written on a Builder's Risk all-risk or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of laws and regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplemental Conditions; include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of the Designer); and cover materials and equipment stored at the site or at another location that was agreed to in writing by City of North Port prior to being incorporated in the Work, provided that such materials and equipment have been included in an application for payment. The Contractor shall also purchase and maintain coverage against losses, damages and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property.

C. Business Automobile Insurance: The **CONTRACTOR** shall procure and maintain, require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance including all owned, hired, and non-owned automobiles. The minimum combined single limit per occurrence shall be no less than \$3,000,000 for bodily injury and property damage liability. This shall include owned vehicles, hired, and non-owned vehicles, as well as employee's non-ownership. The City of North Port shall be named as additional insured.

D. ENVIRONMENTAL / POLLUTION LIABILITY: With City named as an "Additional Insured" Required when dealing with any substance as defined and regulated per Florida Statutes 487. (Pesticide Regulation and Safety) Pollution Liability is generally excluded from most General Liability policies. A separate Pollution Liability policy is required with minimum limits of 100,000 each occurrence and 300,000 general aggregate Occurrence form required.

SPECIAL REQUIREMENTS: City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy, the Business Auto Policy, the Environmental/Pollution Liability and the Property/Builders Risk Liability.

E. Certificates of Insurance: The **CONTRACTOR** shall furnish to the **CITY**, certificates of insurance allowing thirty (30) business days written notice for any change, cancellation or non-renewal. Such certificates shall contain the following wording:

"SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BY THE CONTRACTOR BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) BUSINESS DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED THEREIN."

If the insurance policies expire during the term of the Contract, a renewal certificate shall be filed with the **CITY** thirty (30) business days prior to the renewal date.

All certificates of insurance must be on file with and approved by the **CITY** before commencement of any work activities under this agreement. Any and all deductibles to the above referenced policies are to be the responsibility of the **CONTRACTOR**.

Current valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the contract period. Renewal certificates shall be sent to the **CITY** thirty (30) business days prior to any expiration date. There shall be a thirty (30) business days prior notification to the **CITY** in the event of cancellation or modification of any stipulated insurance coverage. It shall be the responsibility of the **CONTRACTOR** to insure that all subcontractors comply with the same insurance requirements that he/she is required to meet. All certificates of insurance meeting the required insurance provisions shall be forwarded to the City of North Port Purchasing Office.

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 duly authorized agent, the **CONTRACTOR** shall furnish to the **CITY**, the Contractor's Affidavit as required by the Mechanic's Lien Law of the State of Florida. Signed Releases of Lien will also be required by the **CITY** from not only the **CONTRACTOR**, but also from any and all subcontractors hired by the **CONTRACTOR**. A list of all subcontractors shall be furnished to the **CITY** prior to any payments against the Contract.

8. 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 **ONE HUNDRED TWENTY (120) calendar days** from the notice to proceed; that the work will be substantially complete within **ONE HUNDRED (100)**, with final completion within **TWENTY (20)** calendar days after attaining Substantial Completion, 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.

9. COMPLETION BY THE CITY ON CONTRACTOR'S DEFAULT: Should the **CONTRACTOR**, at any time during the progress of the work, in the opinion of the **CITY**, refuse or neglect to supply proper or sufficient materials or workmen, or should suspend work, except through stress of weather, on any working day, or should the **CONTRACTOR** be adjudged to be bankrupt or make a general assignment for the benefit of creditors, or should a Receiver be appointed for the **CONTRACTOR**, the **CITY** shall have the right, and is hereby authorized except as otherwise agreed, on giving thirty (30) calendar days written notice of its intention, mailed to the **CONTRACTOR** at his office address, to itself provide labor and materials and proceed with and furnish the work and the **CONTRACTOR** shall be liable to the **CITY** for all resulting costs, damages, and expenses.

The **CITY** may, however, for the causes mentioned above, at its option after thirty (30) calendar days written notice mailed to the **CONTRACTOR** as aforesaid, terminate the employment of the **CONTRACTOR** for any or all of the work and enter upon the premises and take possession, for the purpose of completing such work, of all materials, tools, appliances thereon, and employ any other person or persons to finish the work, and provide the materials and labor therefore, and in case of such discontinuance of the employment of the **CONTRACTOR**, the **CONTRACTOR** shall not be entitled to receive any further payments hereunder, until the work shall be wholly finished, at which time the **CONTRACTOR** shall be paid whatever balance is found to be due to it for amounts expended either for labor, materials, payments to subcontractors, or otherwise, plus the **CONTRACTOR's** percentage of profit as shall be certified by the **CITY**, less however, such expenses or damages as the **CITY** may suffer by so completing the work.

It is understood and agreed that, should the expense to the **CITY** in completing the Contract be increased by reason of such discontinuance of the employment of the **CONTRACTOR**, the **CONTRACTOR** shall be responsible to the **CITY** for such entire increase, in addition to the other expenses or damages referred to herein.

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

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

The City and the Contractor hereby agree that time is of the essence on this Contract and the City will suffer damages if the work is not substantially completed within the contract time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the City and the Contractor that the determination of the exact value of the damages the City would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the City and the Contractor that it is in their mutual interest to establish a figure **ONE THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS (\$1,423.00)** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the City for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the City and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by the City as the result of delay in the Substantial Completion of the work.

11. INDEMNITY: The **CONTRACTOR** shall pay on behalf of or indemnify and hold harmless the **CITY**, its Commissioners, Officers, and Employees, from and against any and all liabilities, damages, losses and costs (including attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), which may arise out of any negligence, recklessness, or intentional wrongful misconduct of the **CONTRACTOR** (or **CONTRACTOR**' s Officers, Subcontractors, Sub-subcontractors, Materialmen, or the Employees, or Agents of any one of them, if any) in the performance or the failure to perform under the terms of the Contract.

In the event of a claim, the **CITY** shall promptly notify the **CONTRACTOR** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Attn: _____

Such notification may also be provided by fax transmission to the following fax number:

The **CITY** shall provide all available information and assistance that the **CONTRACTOR** may reasonably require regarding any claim.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the **CONTRACTOR** under the Contract.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the **CITY** and the **CONTRACTOR**, the agreement which provides the most protection for the **CITY** shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

12. TERMINATION: The **CITY** shall have the right at any time upon thirty (30) calendar days written notice to **CONTRACTOR** to terminate the services of **CONTRACTOR** and, in that event, **CONTRACTOR** shall cease work and shall deliver to the **CITY** all documents (including reports, designs, specifications, and all other data) prepared or obtained by **CONTRACTOR** in connection with its services. Upon delivery of the documents, the **CITY** shall pay the **CONTRACTOR** in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the **CITY**, less payments already made to the **CONTRACTOR**, and any amounts withheld by the **CITY** to settle claims against or to pay indebtedness of the **CONTRACTOR** in accordance with the provisions of the Contract.

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

The **CITY** reserves the right to immediately terminate and cancel this Agreement in the event **CONTRACTOR** shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.

Funding in Subsequent Fiscal Years: It is expressly understood by the **City** and the **Contractor** that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the **City** reserves the right to terminate the Contract. The **City** reserves the right at renewal time to add and/or delete locations from the original contract based on the funding available. The **City** will be responsible for payment of any outstanding invoices and work completed by the vendor prior to such termination.

13. DEFAULT: In the event **CONTRACTOR** breaches this Agreement, the **CITY** shall provide written notice of the breach and **CONTRACTOR** shall have 10 days from the date the notice is received to cure. If **CONTRACTOR** fails to cure within the 10 days, the **CITY** shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to **CONTRACTOR** due to:

- A. The quality of a portion, or all of **CONTRACTOR'S** work not being in accordance with the requirements of this Agreement;
- B. The quantity of **CONTRACTOR'S** work not being as represented in Payment Request, or otherwise;
- C. **CONTRACTOR'S** rate of progress being such that, in the **CITY'S** opinion, substantial or final completion, or both, may be inexcusably delayed;
- D. **CONTRACTOR'S** failure to use agreement funds, previously paid **CONTRACTOR** by the **CITY**, to pay **CONTRACTOR'S** project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- E. Claims made, or likely to be made, against the **CITY** or its property;

- F. Loss caused by **CONTRACTOR**;
- G. **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.

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

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

14. INDEPENDENT CONTRACTOR: The **CONTRACTOR** is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent or servant of the **CITY**. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the **CONTRACTOR**'S sole direction, supervision, and control. The **CONTRACTOR** shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the **CONTRACTOR**'S relationship and the relationship of its employees to the **CITY** shall be that of an independent **CONTRACTOR** and not as employees or agents of the **CITY**. The **CONTRACTOR** does not have the power or authority to bind the **CITY** in any promise, agreement or representation other than as specifically provided for in this Contract. The **CONTRACTOR** shall not pledge the **CITY**'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness that would impair its ability to fulfill the terms of this Contract.

15. LICENSES AND PERMITS / CONSTRUCTION LAWS AND REGULATIONS: The **CONTRACTOR** shall pay all taxes required by law in connection with the activity in accordance with this Contract including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, shall secure all licenses and permits necessary for proper completion of the work, paying any fees therefore. The **CONTRACTOR** shall comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the work herein. If any of the Contract documents are at variance therewith, the **CONTRACTOR** shall notify the **CITY** promptly on the discovery of such variance.

16. 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.

17. CHANGES: No changes to this Contract, or the performance contained or contemplated hereunder, shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Contract with the plans and specifications, which are made a part hereof by reference, the Contract shall control. This writing constitutes the entire Contract between the parties hereto, and may be modified only by instrument in writing and signed by the parties hereto as aforesaid.

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

As to CITY

Angel Carasquillo, PW Engineer
City of North Port Public Works Department
1850 West Price Boulevard.
North Port, Florida 34286
(941) 240-2026
(941)240-8073

As to CONTRACTOR

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile

transmissions received after 5:00 pm or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein. Nothing in this Article shall be construed to restrict the transmission of routine communications between representatives of **CONTRACTOR** and **CITY**.

19. WAIVER: A waiver by either **CITY** or **CONTRACTOR** of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20. ATTORNEY'S FEES: In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings.

21. VENUE AND CHOICE OF LAW: The rights and obligations of the parties under this Contract shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida.

22. SEVERENCE: The invalidity, illegality, or unenforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the contract and the balance of the contract shall be construed and enforced as if the contract did not contain the particular portion or provision held to be void. The parties further agree to reform the contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

23. TITLE VI NONDISCRIMINATION POLICY STATEMENT – APPENDIX A: During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the U.S. Department of Energy* to be

pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy* may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

24. CIVIL RIGHTS – The following requirements apply to this AGREEMENT:

A. **Nondiscrimination** - In accordance with TITLE VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

"The CONTRACTOR OR SUBCONTRACTOR shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONTRACTOR OR SUBCONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONTRACTOR OR SUBCONTRACTOR to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the City deems appropriate."

Each subcontract the CONTRACTOR OR SUBCONTRACTOR signs in regards to this federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The CONTRACTOR OR SUBCONTRACTOR agrees to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

B. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to this AGREEMENT:

(1) **Race, Color, Creed, National Origin, Sex** – In accordance with TITLE VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246,

"Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR OR SUBCONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with any implementing requirements the Federal government may issue.

(2) Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR OR SUBCONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with any implementing requirements the Federal government may issue.

(3) Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR OR SUBCONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with any implementing requirements the Federal government may issue.

(4) Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The City's LEP Plan is available at City offices or may be viewed online at www.cityofnorthport.com

(5) Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections – To the extent applicable, the CONTRACTOR OR SUBCONTRACTOR agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.

(6) Other Nondiscrimination Laws – The CONTRACTOR OR SUBCONTRACTOR agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONTRACTOR OR SUBCONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

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

CITY OF NORTH PORT, FL

Attest: _____
Helen Raimbeau, City Clerk, MMC

By: _____
Jim Blucher, Commission Chair

Witness: _____

CONTRACTOR

By: _____
Signature

Print

Title

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Robert K. Robinson, City Attorney