



**INVITATION TO BID**  
**CITY OF NAPLES**  
**PURCHASING DIVISION**  
**CITY HALL, 735 8<sup>TH</sup> STREET SOUTH**  
**NAPLES, FL 34102**  
**PH: 239-213-7100    FX: 239-213-7105**

**Cover Sheet**

NOTIFICATION DATE:	TITLE	SOLICITATION NUMBER:	OPENING DATE & TIME:
<b>3/19/19</b>	<b>Basin V Stormwater Improvements</b>	<b>19-027</b>	<b>4/19/2019 2:00 PM</b>
<p><b>PRE-BID CONFERENCE DATE, TIME AND LOCATION:</b>            A non-mandatory Pre-Bid conference will be held April 4, 2019 at 10:00 A.M. local time in the Streets and Stormwater Department, 295 Riverside Circle, Naples FL, 34102</p>			

LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:	
MAILING ADDRESS:	
CITY-STATE-ZIP:	
PH:	EMAIL:
FX:	WEB ADDRESS:
AUTHORIZED SIGNATURE	DATE
PRINTED NAME/TITLE	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

**FEI/EIN Number** \_\_\_\_\_

Please initial by all that apply  
 I acknowledge receipt/ review of the following addendum

____Addendum #1	____Addendum #2	____Addendum #3	____Addendum #4
____Addendum #5	____Addendum #6	____Addendum #7	____Addendum #8

**PLEASE NOTE THE FOLLOWING**

- > **This page must be completed and returned with your bid.**
- > **Bids must be submitted in a sealed envelope, marked with solicitation number & opening date.**
- > **All submissions must be received, and date stamped by Purchasing staff prior to the above "OPENING DATE & TIME".**
- > **Submission received after the above opening date and time will not be accepted.**
- > **Bid tabulations will be available on the City of Naples web site <https://www.naplesgov.com/rfps>**

## GENERAL CONDITIONS

**TO INSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.**

**1. SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

**2. EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.

**3. NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.

**4. PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.

**5. WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Section 2-668(2) of the City Code.

**6. PRICES, TERMS and PAYMENT:** Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.

**A. TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.

**B. MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

**C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.

**E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.

**F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall

not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.

**G. CREDIT CARD PAYMENT:** The City of Naples may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and/or services purchased as a part of this contract. The City of Naples may not accept any additional surcharges (credit card transaction fees) as a result of using the City's credit card for transactions relating to this solicitation

**7. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

**8. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.

**9. INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening, proposal title, and proposal number. Failure to comply with this condition will result in proposer waiving his right to dispute the proposal.

**10. CONFLICT OF INTEREST:** All proposal awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

**11. AWARDS:** Will be made in the best interest of the City of Naples. The City reserves the right to reject any and all proposals or waive any minor irregularity or technicality in proposals received. This will be a multi-award RFQ's to create a Library of Consultants by the issuance of (CSC) Continuing Services Contracts.

**12. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

**13. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

**14. SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

**15. PROPOSAL PROTESTS:** The City of Naples has formal protest procedures that are available upon request.

**16. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering

**17. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.

**18. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.

**19. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

**20. PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**21. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

**22. ASSIGNMENT:** Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.

**23. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.

**24. PUBLIC ENTITY CRIMES:** 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the

construction or repair of a public building or public work, may not submit proposals 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 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**25. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**26. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

**27. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful proposer/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer/proposer.

**IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**28. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.

**29. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

**30. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

**31. RENEWAL:** The City of Naples reserves the option to renew the period of this contract, or any portion thereof for up to two (2) additional periods. Renewal of the contract period shall be by mutual agreement in writing.

**32. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

**33. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

**IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**34. ALTERNATIVE PROPOSALS:** Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

**35. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

**36. PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**37. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.

**38. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

**39. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.

**40. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.

**41. EXCEPTIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

**42. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

**43. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

**44. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

**45. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.

**46. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.

**47. QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:

- > The ability, capacity, skill and financial resources to perform the work or service.
- > The ability to perform the work service promptly or within the time specified, without delay.
- > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
- > The quality of performance of previous contracts or services.

**48. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

**49. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.

**50. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of

the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

**51. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

**52. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.

**53. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.

**54. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** [The contractor agrees to comply with Executive Order 12549 "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public \(Federal, State or local\) transaction.](#)

**THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER**



## GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted. The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

**STATEMENT OF NO BID**

If you will not be bidding on this product/service, please help us by completing and returning only this page to:

City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 34102  
Fax 239-213-7105

Bid # \_\_\_\_\_ and Description: \_\_\_\_\_

We, the undersigned, decline to bid on the above project for the following reason(s):

- \_\_\_ We are not able to respond to the Invitation to Bid by the specified deadline.
- \_\_\_ Our Company does not offer this product or service.
- \_\_\_ Our current work schedule will not permit us to perform the required services.
- \_\_\_ Specifications are incomplete or information is unclear  
(Please explain below).

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

\_\_\_ Other (Please specify below)  
\_\_\_\_\_  
\_\_\_\_\_

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

PH \_\_\_\_\_ Email \_\_\_\_\_

Name and Title of individual completing this form:

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

\_\_\_\_\_  
(Signature) (Date)

**REFERENCES**

**THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID**

**PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.**

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

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

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

**CONTACT PERSON:** \_\_\_\_\_

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

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

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

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

**CONTACT PERSON:** \_\_\_\_\_

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

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

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

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

**CONTACT PERSON:** \_\_\_\_\_

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

**Submitting Vendor Name:** \_\_\_\_\_

**CONSTRUCTION**  
**SPECIAL CONDITIONS**

**A. TERMS OF CONTRACT**

The resulting contract will commence on award and be in effect until completion of the project. Work will begin upon the City of Naples issuing the contractor a Notice to Proceed. Substantial completion must be reached for all aspects of the project no later than One Hundred and Eighty (180) days from the issued Notice to Proceed. Final completion must be reached for all aspects of the project no later than Thirty (30) days from substantial completion. Should contractor fail to complete the project within this timeframe, daily LIQUIDATED DAMAGES in an amount consistent with the current Sec. 8-10.2 Florida Department of Transportation Standard Specifications will be assessed. RETAINAGE; As a method to assure completion of the total project for projects over a total amount of \$200,000, retainage in the amount of ten percent (10%) of all work completed will be withheld from the payment. The retainage will be released upon completion of the City's final inspection and submission of a completed RELEASE AND AFFIDAVIT FROM Exhibit A.

**B. PROHIBITION OF CONTACT**

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

**C. REFERENCES**

Bidder must submit a minimum of three references on the form provided. Additionally, a signed and dated IRS W-9 form with EIN is required from all vendors.

**D. STATEMENT OF NO BID**

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid.

**E. BID FORMAT**

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an "or equal" item is proposed, the proposer must submit this information to the City of Naples Purchasing Department ten (10) days prior to the Proposal Date for evaluation as an acceptable substitution or an "or equal" item. If the substitution or the "or equal" item is accepted, the City of Naples will issue an Addendum to all Proposers listing the allowable substitution or the "or equal" item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or "or equal" equipment and its

relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages.

**F, BID SECURITY / BID BOND**

It is the policy of the City of Naples to require a Bid Bond for all construction-related sealed bids estimated to be in excess of \$100,000. A bid bond or equivalent financial security in the amount of five (5) percent of the bid price shall be required and must accompany all bids. The Bid Bond is to be provided by a surety company authorized to do business in the State of Florida or otherwise supplied in a form satisfactory to the City. The bid bond must be submitted with the bid. When the invitation for bids requires a bid bond, noncompliance will result in rejection of the bid.

Note that failure or refusal of the awarded bidder to enter into a contract within twenty (20) calendar days after receipt of said contract will result in damages to the City and bid bond will be forfeited to the City as liquidated damages.

**G. PROPOSAL CONSTRUCTION PERFORMANCE & PAYMENT BONDS**

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in the Contract. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

**H. QUESTIONS**

Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN **TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**

**Direct all questions to:**  
**Gerald "Jed" Secory, MBA / CPPO / CPM**  
**Purchasing and Contracts Manager**  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
**PH: (239) 213-7102 FX: (239) 213-7105**  
[Jsecory@naplesgov.com](mailto:Jsecory@naplesgov.com)

## SUBMISSION CHECKLIST

**Bidder should check off each of the following items as completed and submit with bid response:**

CHECKLIST ELEMENTS	INCLUDED
<ul style="list-style-type: none"> <li>Submit one (1) original signature of the response and one (1) copy of the response and one (1) properly indexed Windows® compatible PDF of the original document on a CD or USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number and title.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.</li> </ul>	
<ul style="list-style-type: none"> <li>Include any Professional Licenses that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses.</li> </ul>	
<ul style="list-style-type: none"> <li>Mandatory FORMS from this document to be included are: <u>Cover Sheet</u>, <u>References Sheet</u>, <u>Submission Checklist Sheet</u>, <u>IRS W-9 (NOV 2017)</u> and <u>Cost / BID Schedule</u>.</li> </ul>	
<ul style="list-style-type: none"> <li>Have an authorized individual sign the appropriate pages including the <u>Cover Sheet</u> with bid addenda initialed.</li> </ul>	
<ul style="list-style-type: none"> <li>Bid document needs to be received by the OPENING DATE &amp; TIME indicated on the Cover Sheet. The mailing envelope must be addressed to:  <div style="text-align: center;">                     City of Naples                      Purchasing Division                      735 8<sup>th</sup> Street South                      Naples, Florida 34102                 </div> </li> </ul>	
<p style="text-align: center;">The mailing envelope must be sealed and marked with:</p> <p>Number:           <b>19-027</b>                      Title:               <b>Basin V Stormwater Improvements</b>                      Opening Date:   <b>4/19/2019</b></p>	

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: \_\_\_\_\_

***At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.***

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <hr/> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                  <input type="checkbox"/> C Corporation                  <input type="checkbox"/> S Corporation                  <input type="checkbox"/> Partnership                  <input type="checkbox"/> Trust/estate         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____         </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p><b>6</b> City, state, and ZIP code</p> <hr/> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
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<b>or</b>								
<b>Employer identification number</b>								
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## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or distributions)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**19-027 Basin V Stormwater Improvements  
 BID TAB**

Project 1: 8th Terrace North					
Item	Description	Quantity	Unit	Unit Price	Cost
Preliminary/Misc.					
1.1	Provide construction survey layout & as-built survey plans	1	LS		
1.2	Pre-construction Audio/Video recording	1	LS		
1.3	Mobilization/demobilization	1	LS		
1.4	Maintenance of traffic (MOT)	1	LS		
1.5	Permitting (Dewatering, NPDES)	1	LS		
<b>Subtotal</b>					
Site Prep					
1.6	Clearing & grubbing	1	LS		
1.7	Stormwater pollution prevention plan implementation	1	LS		
<b>Subtotal</b>					
Paving/Swale/Restoration					
1.8	Restore roadway - asphalt (includes structural backfill)	18	SY		
1.9	Create swale (for non-pavement areas without stormwater pipe alterations)	385	SY		
1.10	Restore driveway - concrete (6" nominal w/fibermesh, includes structural backfill)	20	SY		
1.11	Restore driveway - asphalt (includes structural backfill)	50	SY		
1.12	Sod (to match surroundings)	990	SY		
1.13	Hardscape repair and/or replacement (irrigation, mailboxes, fences, signs, etc.)	1	LS		
1.14	Landscaping allowance (set by City)	1	LS	\$1,000.00	\$1,000.00
<b>Subtotal</b>					
Storm Drainage System					
1.15	Furnish & Install 12" RCP Class III	545	LF		
1.16	Furnish & Install Junction Box - Type "C" w/frame & cover	2	EA		
1.17	Furnish & Install Catch Basin - Type "C" inlet w/grate	4	EA		
1.18	Remove & dispose of catch basins	3	EA		
<b>Subtotal</b>					
<b>Project 1 Subtotal</b>					
Allowance for unforeseen conditions (5% of Project Subtotal)					
<b>Project 1 Total</b>					

Project 2: Forrest Avenue					
Item	Description	Quantity	Unit	Unit Price	Cost
Preliminary/Misc.					
2.1	Provide construction survey layout & as-built survey plans	1	LS		
2.2	Pre-construction Audio/Video recording	1	LS		
2.3	Mobilization/demobilization	1	LS		
2.4	Maintenance of traffic (MOT)	1	LS		
2.5	Permitting (Dewatering, NPDES)	1	LS		
<b>Subtotal</b>					
Site Prep					
2.6	Clearing & grubbing	1	LS		
2.7	Stormwater pollution prevention plan implementation	1	LS		
<b>Subtotal</b>					
Paving/Swale/Restoration					
2.8	Restore roadway - asphalt (includes structural backfill)	15	SY		
2.9	Create swale (for non-pavement areas without stormwater pipe alterations)	620	SY		
2.10	Restore driveway - concrete (6" nominal w/fibermesh, includes structural backfill)	16	SY		
2.11	Restore driveway - asphalt (includes structural backfill)	31	SY		
2.12	Restore driveway - brick paver (includes structural backfill)	18	SY		
2.13	Restore driveway - crushed shell (includes structural backfill)	8	SY		
2.14	Sod (to match surroundings)	950	SY		
2.15	Hardscape repair and/or replacement (irrigation, mailboxes, fences, signs, etc.)	1	LS		
2.16	Landscaping allowance	1	LS	\$800.00	\$800.00
<b>Subtotal</b>					
Storm Drainage System					
2.17	Furnish & Install 24" RCP Class III	620	LF		
2.18	Furnish & Install 24" Headwall	1	EA		
2.19	Furnish & Install Catch Basin - Type "C" inlet w/grate	3	EA		
2.20	Furnish & Install Catch Basin - Type "E" inlet w/grate	1	EA		
2.21	Furnish & Install Catch Basin/Conflict Box - Type "C" inlet w/grate	2	EA		
2.22	Furnish & Install Catch Basin/Conflict Box - Type "E" inlet w/grate	2	EA		
2.23	Remove & dispose of 12" AC pipe	130	LF		
2.24	Remove & dispose of catch basins	2	EA		
2.25	Water Main Deflection	2	EA		
<b>Subtotal</b>					
<b>Project 2 Subtotal</b>					
Allowance for unforeseen conditions (5% of Project Subtotal)					
<b>Project 2 Total</b>					

Project 3: 13th Street North					
Item	Description	Quantity	Unit	Unit Price	Cost
Preliminary/Misc.					
3.1	Provide construction survey layout & as-built survey plans	1	LS		
3.2	Pre-construction Audio/Video recording	1	LS		
3.3	Mobilization/demobilization	1	LS		
3.4	Maintenance of traffic (MOT)	1	LS		
3.5	Permitting (Dewatering, NPDES)	1	LS		
<b>Subtotal</b>					
Site Prep					
3.6	Clearing & grubbing	1	LS		
3.7	Stormwater pollution prevention plan implementation	1	LS		
<b>Subtotal</b>					
Paving/Swale/Restoration					
3.8	Restore road - asphalt (includes structural backfill)	21	SY		
3.9	Create swale (for non-pavement areas without stormwater pipe alterations)	360	SY		

3.10	Sod (to match surroundings)	370	SY		
3.11	Hardscape repair and/or replacement (irrigation, mailboxes, fences, signs, etc.)	1	LS		
3.12	Landscaping allowance	1	LS	\$600.00	\$600.00
				<b>Subtotal</b>	
<b>Storm Drainage System</b>					
3.13	Furnish & Install 24" RCP Class III	185	LF		
3.14	Furnish & Install 30" RCP Class III	135	LF		
3.15	Furnish & Install Catch Basin - Type "C" inlet w/grate	1	EA		
3.16	Furnish & Install Catch Basin - Type "E" inlet w/grate	2	EA		
3.17	Furnish & Install Water Control Structure - Type "C" modified weir installed	1	EA		
3.18	Furnish & Install Junction/Conflict Box - Type "J" - 4'x4' w/frame & cover	1	EA		
3.19	Furnish & Install Junction Box - Type "C" w/frame & cover	1	EA		
3.20	Furnish & Install Junction Box - Type "E" w/frame & cover	1	EA		
3.21	Remove & dispose of 12" AC pipe	225	LF		
3.22	Remove & dispose of 18" RCP	10	LF		
3.23	Remove & dispose of catch basins	1	EA		
3.24	Abandon in place existing AC pipe (grout method)	80	LF		
3.25	Abandon in place existing catch basin (grout method)	2	EA		
3.26	Water Main Deflection	1	EA		
				<b>Subtotal</b>	
				<b>Project 3 Subtotal</b>	
				Allowance for unforeseen conditions (5% of Project Subtotal)	
				<b>Project 3 Total</b>	

Project 1 Total	
Project 2 Total	
Project 3 Total	
<b>Total Construction Cost</b>	

**This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES\_\_\_ NO\_\_\_**  
If "yes," please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: ___% ___Days; Net 30 Days			

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

EIN: \_\_\_\_\_

Email: \_\_\_\_\_

Name and Title of individual completing this schedule:

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

X \_\_\_\_\_  
(Signature) (Date)

# CITY OF NAPLES RELEASE AND AFFIDAVIT FORM

COUNTY OF (COLLIER)  
STATE OF (FLORIDA)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who, after being duly sworn deposes and says of him/her personal knowledge the following:

- 1.) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ to be received \_\_\_\_\_, ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Naples, Florida, ("the City") relating in any way to the performance of the Agreement between Contractor and the City, dated \_\_\_\_\_, 20\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.
- 2.) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the City might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon the City's payment to Contractor.
- 3.) Contractor agrees to indemnify, defend and save harmless the City from all demands or suits, actions, claims of liens or other charges filed or asserted against the City arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- 4.) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No.\_\_\_\_\_.

CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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

\_\_\_\_\_  
Witness  
President

\_\_\_\_\_  
Witness

[Corporate Seal]

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

Notary Public, State of \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Commissioner No. \_\_\_\_\_

**City of Naples FL  
Invitation to Bid  
19-027 Basin V Stormwater Improvements**

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**UNDER SEPARATE COVER**

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# **GENERAL REQUIREMENTS**

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## **GENERAL REQUIREMENTS**

### **GR-1 SUMMARY / SCOPE OF WORK**

The work will involve the installation of pipes, structures and drainage improvements, as well as the re-grading of roadway swales within street right of ways in certain designated areas of the Basin V Stormwater System, all lying within the City of Naples.

The work is delineated into three different Project Areas: 1, 2, and 3.

**Project 1** includes the installation of pipes, structures and drainage improvements along the south side of 8<sup>th</sup> Terrace North. Project 1 also includes the re-grading of roadway swales in the right of way along both sides of 8<sup>th</sup> Terrace North. The improvements in Project Area 1 were designed by City staff. See the attached scope and location maps for the swale plan and specific details about the proposed stormwater infrastructure.

**Project 2** includes the installation of pipes, structures and drainage improvements along both sides of where Forrest Ave meets 8<sup>th</sup> Terrace North, on the southwest side of Willow Lake. Project 2 also includes the re-grading of roadway swales in the right of way along both sides of Forrest Ave/8<sup>th</sup> Terrace North. The improvements in Project Area 2 were designed by Gulfshore Engineering. See the attached scope and location maps for the swale plan. See the attached Gulfshore Engineering drawings for specific details regarding the proposed stormwater infrastructure.

**Project 3** includes the installation of pipes, structures and drainage improvements on both sides of 13<sup>th</sup> Street North, on the east side of Willow Lake. Project 3 also includes the re-grading of roadway swales in the right of way along both sides of 13<sup>th</sup> Street North. The improvements in Project Area 3 were also designed by Gulfshore Engineering. See the attached scope and location maps for the swale plan. See the attached Gulfshore Engineering drawings for specific details regarding the proposed stormwater infrastructure.

**Although all three projects are included in one vendor solicitation, the City may elect to complete one, two, or all three projects under this solicitation. The decision regarding which projects the City will move forward with will depend on the cost of the projects and the availability of funds.**

### **GR-2 DEFINITIONS**

The terms used in these General Requirements are defined in the "STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT" prepared by Engineers Joint Contract Documents Committee, EJCDC No. C-700 (Formerly 1910-8), 2007 Edition.

### **GR-3 ABBREVIATIONS**

Reference in the technical specifications to the specifications or requirements of technical societies, associations, organization" or bodies shall mean their most current specifications. These groups are identified in the technical specifications by the following abbreviations:

<b>AASHTO</b>	American Association of State Highway and Transportation Officials
<b>ANSI</b>	American National Standards Institute, Inc.
<b>ASTM</b>	American Society for Testing and Materials
<b>AWWA</b>	American Water Works Association
<b>FDOT</b>	Department of Transportation - State of Florida
<b>UAM</b>	Utility Accommodations Manual
<b>EJCDC</b>	Engineers Joint Contract Documents Committee

#### **GR-4 USE OF PUBLIC STREETS**

The use of public streets and roads shall be such as to provide a minimum of an inconvenience to the public and to other traffic. Any earth or other excavated materials spilled from trucks shall be removed by the Contractor and the streets and roads cleaned to the satisfaction of the owner.

#### **GR-5 MAINTENANCE OF TRAFFIC**

All safety precautions shall be taken, and all traffic controls shall be furnished satisfactorily to the CITY and/or government agencies having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the work.

1. In advance of construction, the Contractor will submit a Maintenance of Traffic (MOT) plan to the City for each improvement project which will include detailed information on the phasing of work such that street traffic flow is maintained and residents are allowed usable driveway access to their homes at all times. The MOT will be based on the criteria provided by FDOT index 600 through 608.
2. The Contractor will consult with the City and inform the City in advance of all construction phases in order to adequately coordinate operational aspects of this plan. The City will maintain final control over the specific times and operational traffic detours as may be required for construction. During traffic maintenance operations the Contractor shall provide suitably qualified traffic flagmen and operation personnel without language handicap and with ability to communicate and direct traffic flow on the job at all times. The Contractor will obtain the necessary approvals from local jurisdiction for any weekend or after-hours work.

#### **GR-6 JOBSITE INSPECTIONS**

The Contractor shall provide access to the project jobsite for the City and their representative as requested for inspection.

The authorized representatives and agents of the Environmental Protection Agency, South Florida Water Management District and Controlling State and Local Pollution Control Agencies shall be permitted to inspect all work, material and other relevant data records.

#### **GR-7 CONTRACTOR'S ON THE JOB REPRESENTATIVE**

The Contractor shall provide and maintain suitably qualified supervisory personnel at the project site during working hours for the duration of construction. This person will be expected to have operational control, direct knowledge and understanding of the ongoing construction activity and be able to communicate without language handicap.

## **GR-8 ROCK EXCAVATION**

Material to be excavated hereunder in trenches, ditches, subgrades, water bodies, etc. shall include earth, rock or any other material encountered in excavating to the depth and extent indicated on the drawings and herein specified. No adjustment in the contract price will be made on the account of the absence or presence of rock, shale, masonry or other materials. In the case of any change order in writing by the Engineer in the quantity of excavation, the excavation involved shall be unclassified; the value shall be determined and the contract price will be adjusted as provided in the General Conditions.

## **GR-9 DAMAGE TO FRONT YARDS, LANDSCAPING, IRRIGATION SYSTEMS & DRIVEWAYS**

The Contractor is advised that this project will involve work within the Rights of Way (ROW). Hardscape features including (but not limited to) landscaping, mailboxes, driveways and irrigations systems may be impacted by construction. The following conditions shall apply during construction:

- 1. Inventory of existing conditions:** Prior to commencement of construction activities, the Contractor will conduct a detailed inventory of the location of hardscape items within and adjacent to the construction zone. Of particular note will be residential yards lying adjacent to and along the project area. A video documentary is required for this inventory and will be kept by the Contractor for the duration of the project, and copies are to be provided to the Engineer and the representatives of the City. This material will be used as reference to verify that all work done is kept within the project limits and that any adjacent areas temporarily affected by this construction are fully restored to original conditions at the completion of work. If, as a result of changed conditions brought about by the new improvements, certain changes to residential yards, including grading, driveway configurations, tree and shrub locations, become unavoidable, the Contractor will notify the Engineer for instruction and approval to proceed.
- 2. Damage To Items Outside Project Limits:** There is no construction work located outside of City owned rights of way or easements; therefore, the Contractor will be responsible for damage to all items lying outside the project limits and street right of way areas. This includes all landscaping. Damage shall be repaired and/or replaced, surfaces re-graded and restored to original conditions at the completion of work.
- 3. Damage To Items Within Project Limits:** The project work zones include areas considered to be residential front yards. While located in the City ROW, private property owners are responsible for irrigation systems, sod, driveways, decorative lighting and mailboxes, among other things. The Contractor will be responsible for re-installation, replacement or repair of any damage to these items, unless otherwise directed by the Engineer. These items shall NOT be covered by the lump sum, fixed landscape item with the bid tabulations. These items shall be covered by the separate hardscape bid item.

It is noted that the project work zones may include trees and other landscaping that the City considers undesirable or desirable. Throughout this contract, the Contractor and the City's Engineer shall coordinate on the preservation,

removal, or removal and replacement of landscaping within the ROW. The City's Project Engineer shall have final authority in this matter. A lump sum fixed cost has been added to the bid tabulation to address these landscape items that typically will include trees, shrubs, bushes, and other decorative vegetation. Sod, mulch and other ground cover is NOT included in this bid item and shall be included in other bid items as determined by the contractor.

## **GR-10 DAMAGE TO UTILITIES AND EXISTING STRUCTURES**

### **The Contractor will note that all utilities are not shown on the plans.**

There exists underground Potable Water, Re-use Water, Irrigation, Sanitary Sewer, TV cable, Fiber-optic Lines, Telephone Lines, Power lines and associated utility facilities within the project limits. The Contractor shall adhere to Sunshine One Call and Florida Statute for the marking of utility locations throughout the project. Where utility conflicts exist, each utility owner shall be contacted by the Contractor well prior to conflict resolution. The construction plans show the location of known potable water, irrigation water and sanitary sewer conflicts. These known conflict locations are remedied per the plans. If unknown utility conflicts exist, each utility owner shall be contacted and the Project Engineer, Contractor and Utility Owner shall remedy the unknown conflict at the time of discovery. Work may be done under this contract's Unforeseen Allowance category, or by the utility owner.

The following utility owners are required to relocate their utility line given due notice by the City:

- ✓ **Florida Power & Light**
- ✓ **Comcast Cable**
- ✓ **TECO Gas**
- ✓ **Embarq Telephone**

Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed however, and it shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities directly affected, or likely to be affected, by this work.

The Contractor will exercise extreme caution to eliminate any possibility of any damage to utilities lying within, and traversing, the project limits, as a result of construction activities. The Contractor shall hold the City harmless, and will be responsible for, and make good for all damage caused, by his construction operations to the above described utilities. The Contractor will be similarly responsible for all damage to any buildings, facilities, pavement or other existing structures which may be encountered, whether or not shown on the drawings, which lie beyond the limits of this Contract.

## **GR-11 ADJUSTMENT OF GRADES**

Adjustments of grades shown on drawings may be necessary to conform to actual field conditions or to maintain cover over existing utilities or unavoidable conditions. Such adjustments shall be considered part of the job conditions and no extra compensations will be allowed for such changes, except where specifically otherwise noted in the plans or specifications. Such adjustments must be approved by the Engineer prior to being executed.

## **GR-12 CHEMICALS**

All chemicals used during project construction, or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

### **GR-13 SAFETY AND HEALTH REGULATIONS**

The Contractor shall comply with the Department of Labor Safety & Health Regulations for construction promulgated under the Occupational Safety & Health Act of 1970, (PL 91-596) and under Section 107 of the Contract Work Hours & Safety Standards Act (PL 91-54).

All equipment furnished and installed under this contract shall comply with Part 1910, Occupational Safety & Health Standards & Amendments thereto.

### **GR-14 PERMITS AND FEES**

Construction in County or State Department of Transportation rights-of-way and construction in wetlands and navigable water bodies will be governed by applicable County, State and Federal permits. All conditions set forth on the permits shall be a part of the contract and they shall be attached by addendum.

1. Unless otherwise specified, the Contractor shall obtain and pay for all permits and licenses related to his work, except as otherwise provided herein. Permits already acquired are:
  - a. South Florida Water Management District Environmental Resource Permit
  - b. City of Naples ROW Permit
  - c. A City of Naples Building Permit is NOT required for this job.
2. Additional permitting that may need to be obtained by the Contractor may include, but not limited to:
  - a. Stormwater Pollution Prevention Plan (SWPPP) and NPDES construction permits (the SWPPP is included within the construction plans and may be used by the contractor)
  - b. Collier County Right of Way Permits
  - c. Equipment transport permits
  - d. Dewatering permits
  - e. Others not provided herein.
3. The Contractor will be issued copies of all permits obtained by the CITY. The Contractor is responsible for posting a copy of the permits at the site and maintaining them at all times during construction. The Contractor shall be responsible for familiarizing himself with the permits and shall abide by the permit conditions at all times.

### **GR-15 AIR AND WATER POLLUTION PREVENTION PROCEDURES**

#### **A. Water Pollution Control**

Construction procedures shall include temporary pollution control measures to ensure that soil erosion which might cause water pollution is kept to a minimum. Such measures may consist of construction of berms, dikes, dams, drains and sediment basins, or use of fiber mats, woven plastic filter cloths, gravel mulches, quick growing grasses, sod, bituminous spray and other erosion control devices or methods.

1. Prior to the start of construction, the Contractor shall submit, for acceptance, his schedules for accomplishment of temporary erosion control and his plan for disposal of waste materials or other potential sources of pollution.
2. If temporary pollution control measures are ordered by the Engineer, the work shall be accomplished under the respective item of work subject to the limitations as defined in the contract's general provisions. If the work is such that no quantities or prices were given in the contract, the work shall be covered by a change order submitted by the Contractor and approved by the Owner. Should the parties be unable to agree on unit prices, or if this method is impractical, the Engineer may instruct the Contractor to proceed with the work by day labor or other means consistent with Article 11.01.A, 11.01.B of the General Conditions.
3. In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls in a timely manner, then such work to be performed by the Contractor shall be at his own expense.
4. In case of repeated failures on the part of the Contractor to control erosion pollution, right is reserved to the Engineer to employ outside assistance to provide the necessary corrective measures. Such incurred costs, plus related engineering costs, will be charged to the Contractor and appropriate deductions made from the Contractor's progress payments.
5. All erosion control features installed by the Contractor shall be acceptably maintained by the Contractor during the duration of construction.

#### B. Other Water Pollution Controls

1. At the conclusion of the work, all waterways, major drainage ditches and other drainage flow conveyances shall promptly be cleared by the Contractor of false work, piling, debris, or other obstructions placed during construction.
2. The Contractor will exercise caution with the placement of barriers and erosion control devices so as not to block, or otherwise render inoperable major drainage ditches and other drainage flow conveyances during the duration of construction. Refer also to related Sections in Technical Specifications and GR-26.

#### C. Conflict with Other Controls

In the event of conflict between these requirements and pollution control laws, rules or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

### **GR-16 SURVEY REFERENCE POINTS**

The Contractor shall locate and reference the project survey control network and establish Benchmarks at appropriate intervals along the line of the project for use by the Contractor in establishing horizontal and vertical controls necessary for the construction. If the Contractor or subcontractor destroys these locations, the Contractor shall re-establish these points.

The Contractor's stakeout work shall be included in the contract unit price for the various items of work to which it is incidental.

### **GR-17 ENGINEERING LAYOUT REQUIREMENTS**

The Contractor shall provide construction layout and staking. The work shall include performing all calculations required and setting all stakes needed, such as offset stakes, reference point stakes, slope stakes and other reference marks or points necessary to provide lines and grades for construction of all improvements.

1. **All elevations shown on the civil plans are referenced in NGVD 1929.** All staking work will be done in accordance with approved civil plans in NGVD 1929 Datum.
2. The Contractor shall be responsible for the placement and preservation of adequate ties and reference to all control points, whether established by him or found on the project, necessary for the accurate reestablishment of all base lines or centerlines shown on the Plans.
3. Swale construction: The Contractor shall provide grade stakes in the field showing proposed swale locations, design and constructed conditions with cut and fill marks. Staking shall be sufficiently spaced to capture all design features but no greater than a 25-foot grid. These stakes will be removed after acceptance of final grades by the Engineer or the City's representative.

### **GR-18 REFERENCE TO OTHER SPECIFICATIONS**

Reference to F.D.O.T. Specifications shall mean the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated January 2019. Where F.D.O.T. Section cited contains references to other Sections, they shall also be included as though cited herein. Where F.D.O.T. Specifications refer to the "Engineer", "Engineer of Tests", or "Division of Tests", it shall be understood to mean the Engineer of the OWNER as such in the Agreement. Where F.D.O.T. Specifications refer to the "Department", it shall mean the Engineer of Record. In case of conflict between the referenced F.D.O.T. Specifications and the Contract Documents, **the Contract Documents shall govern.**

Reference to A.A.S.H.O. and A.S.T.M. are to the latest editions of published Tests of the American Association of the State Highway and Transportation Officials and the American Society for Testing Materials, respectively.

### **GR-19 SUBMITTALS**

1. Submittals to the City will include, as a basis for approval of the use of materials for incorporation in the work, the following items:
2. Shop Drawings for all proposed materials, structures and piping.
3. Schedule of Construction activities.
4. Maintenance of Traffic plans as specified in GR-5.
5. Copies of all permits obtained by the Contractor.
6. Survey as-builts as specified in GR-20.
7. Product data and manufacturer's information on specific equipment proposed to be incorporated into the work.
8. Landfill delivery tickets.
9. Rip rap delivery tickets.
10. Water Quality monitoring and any test results as required by permits.



11. Laboratory test results and delivery tickets for borrow fill material.
12. In-place field density tests.
13. Soil permeability tests to establish Hydraulic Conductivity (K-ft/sec) at retention swales as specified in GR-20.
14. Tags from grass seed bags.
15. Soil ph tests.
16. Documentations of any official compliance Notice of Violations, as well as documented evidence of submittals or paperwork submittals to resolve these issues consistent with permit requirements.

## **GR-20 AS-BUILT RECORDS**

At the end of the project, the Contractor will submit to the City a certified as built site survey showing Benchmarks, and Coordinates and Elevations of the completed work.

1. At the conclusion of the work, all Benchmarks and as-built information will be referenced in NGVD 1929.
2. The as-built survey will locate and identify the elevation of all drainage structures and inlets. Information to be provided will include grates and inverts and Benchmarks. At a minimum, as-built Survey Benchmarks will be provided on or within a hundred (100) ft of all installed control structures and culvert outfall locations.
3. Swale Cross-sections: Final as-built retention swale configuration and cross-sections will be provided at the completion of the work. A minimum of three (3) cross-sections will be provided for each swale; to be located across both ends and across the swale mid-point. Maximum cross-section spacing under any circumstance will be based on a twenty-five (25) foot interval.
4. The Contractor shall provide eight (8) signed and sealed surveys. As-built survey information will include design and constructed features and all Benchmarks. One (1) CD will be submitted including as-built designs.
5. Swale Soil Conductivity Tests: Contractor will provide permeability tests (K-ft/sec) to establish the hydraulic conductivity of soils underlying roadside swales. Tests will be carried out at a minimum of three (3) separate locations for each improvement ID. Test locations will be established in consultation with the Engineer.

## **GR-21 CONTROL OF MATERIALS**

The Control of Materials shall conform to F.D.O.T. Specifications, Section 6.

## **GR-22 LIMITATION OF OPERATIONS**

Limitation of operations shall conform to F.D.O.T. Specifications in Section 8-4.1 through 8-4.9.

## **GR-23 MEASUREMENT AND PAYMENT**

Measurement and Payment shall conform to F.D.O.T. Specifications, Section 9 unless otherwise set forth in the Technical Specifications. In case of conflict between the referenced F.D.O.T. Specifications and the Contract Documents, **the Contract**

**Documents shall govern.** The measurement and payment of each bid item is outlined in Section 01026 of the Technical Specifications.

#### **GR-24 PROTECTION OF WORK**

The Contractor and its agents shall take reasonable precautions and maintain reasonable safeguards to protect the SITE DEVELOPMENT WORK against loss or damage including, without limitation, bracing and reinforcing where necessary and providing guards, locks, fences, signs, barricades, lights and such other warning and security devices where appropriate.

#### **GR-25 ASBESTOS WORK PLAN**

Attention is brought to the fact that asbestos cement pipe (AC) may be encountered on this job. The Contractor engaged in the repair, removal and maintenance of asbestos cement pipe (AC) will follow the Asbestos Work Plan as outlined in Section 02051 of the Technical specifications.

This work plan should be considered as minimal guidelines for the disturbance of the material. The Contractor shall utilize all appropriate controls and work practices necessary to protect workers, people in the vicinity of the work area, and the environment, regardless of the inclusion or exclusion of this work plan. Contractor questions should be resolved prior to the start of the abatement project.

The primary concerns and considerations of these work practices is the protection of human health and the environment, as well as to minimize the Owner's and Contractor's liability exposure before, during and after the abatement process.

#### **GR-26 TEMPORARY DRAINAGE PROVISIONS**

**The Contractor will maintain all functional drainage links serving lakes and major outfalls for the duration of construction.**

The Contractor is advised that this project involves work on existing and functioning drainage trunk lines, important lake outfalls and control structures.

1. In advance of construction, the Contractor will plan and properly schedule the work sequence or take the necessary steps to otherwise ensure that adequate drainage of lake outfalls and roadways is maintained throughout construction.
2. The Contractor will inform the City in advance, of all construction sequencing, phases, including any proposed temporary measures, in order to adequately coordinate the operational aspects of this plan. The City will maintain final control over the specific timing of this work, and over any proposed temporary drainage conveyances, and/or construction measures.