CITY OF NAPLES PURCHASING DIVISION CITY HALL, 735 8TH STREET SOUTH NAPLES, FLORIDA 34102

PH: 239-213-7100 FX: 239-213-7105

<u>ADDENDUM NUMBER 1</u>

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:	
10/06/14	Bembury Sanitary Sewer System	14-047	10/23/14 2:00PM	

THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO, AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.

The following clarifications are issued as an addendum identifying the following changes for the referenced solicitation:

Below are answers to submitted written questions:

- 1) Please advise as to what the Engineer's Estimate for this project is.

 Answer: The Engineer's Opinion of Probable Construction Cost for this project is \$1,000,000.
- 2) Will existing lift stations on private property be considered septic tanks for billing purposes? Lift stations serving drainfields must be abandoned the same way septic tanks are abandoned. Answer: Yes, but the Contractor shall coordinate with the property owner to determine if the private pump station is still required. Additionally, the property owner retains the right to keep any or all components of the existing private pump station.
- 3) Will detectable tape be required on private sewer services, as mentioned in the spec's? Answer: Detectable tape is not required on private sewer piping (outside the ROW).

EXHIBIT A - Pre-Bid Attendees List

ATTACHMENTS

The REVISED information replaces the information in the original bid document

Attachment 1 Revised Bid Schedule - Bid Tab & OPC 100314

Attachment 2 Revised Section 01026 – Measurement and Payment

Attachment 3 Johnson Engineering Dewatering Permit Scope

Attachment 4 Water System Improvements Design Drawings Bembury Water Bid Plans

Attachment 5 Revised Plan Page 10 of Bid Attachment A – Bembury Bid

EXHIBIT A - Pre-Bid Attendees List

City of Naples

NON-MANDATORY PRE-BID
Bembury Sanitary Sewer System
ITB 14-057
Naples Utilities Department

October 2, 2014 10:00 AM Local Time

Page $\frac{1}{2}$ of $\frac{3}{2}$ COMPANY MWI PUMPS TELEPHONE <u>239 - 771 - 0404</u> E-MAIL tony 20 mw corp. com NAME_Brian levner COMPANY Mitchell & Stark TELEPHONE 239-597-2165 E-MAIL Blennere Mitchell Stark. com NAME Nate Hopkins COMPANY Robaley + Sons Plumbing TELEPHONE 239- 437-0123 E-MAIL Sewerdudes @ robaley, com

City of Naples NON-MANDATORY PRE-BID

NON-MANDATORY PRE-BID
Bembury Sanitary Sewer System
ITB 14-057
Naples Utilities Department

October 2, 2014 10:00 AM Local Time

Page $\frac{2}{2}$ of $\frac{3}{2}$

NAME Matt Caser
COMPANY Quality Enterprises USA
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E-MAIL Masey@ge-Usa, Com
NAME FRANK GIBSON
COMPANY DENCO CONSTRUCTION, INC.
TELEPHONE 239-332-4400
E-MAIL FGIBSON @ DONCO-INC. com
NAME BRIAN BRANDFASS
COMPANY ANDREW SITEWORK U.C.
TELEPHONE 239-226-1606
F-MAIL Brian Condrew Site work Com

City of Naples
NON-MANDATORY PRE-BID
Bembury Sanitary Sewer System
ITB 14-057 Naples Utilities Department

October 2, 2014 10:00 AM Local Time

Page $\frac{3}{2}$ of $\frac{3}{2}$

NAME DAVID GRAFF
COMPANY COW
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NAME JISTIN FREDERIKSEN
NAME REDECTIONS FOR
COMPANY CITY OF NAPLES
TELEPHONE 213-4763
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NAME SUSSESSION NAME
COMPANY
TELEPHONE 239-213-101
E-MAIL <u>og Words @ NAPLASCON.</u> COM

CITY OF NAPLES

Utility Upgrades for 14th Avenue North, 13th Avenue North and Bembury Subdivision

Item No.	Item Description	Estimated Quantity	Unit	Unit Cost	Total Expanded Cost
PART	1 - Mobilization & Maintenance of Traffic				
1-1	Mobilization	1	LS		\$ -
1-2	Maintenance of Traffic	1	LS		\$ -
1-3	Preconstruction Audio/Video Recording	1	LS		\$ -
1-4	Record Drawings	1	LS		\$ -
			PART	1 SUBTOTAL	\$ -
Item No.	Item Description	Estimated Quantity	Unit	Unit Cost	Total Expanded Cost
PART	2 - Sanitary Sewer Collection & Transmission				
2-1	Gravity Sewer Main				
а	8" PVC Gravity Main (0'-6' Cut)	2,044	LF		\$ -
b	8" PVC Gravity Main (6'-8' Cut)	560	LF		\$ -
С	8" PVC Gravity Main (8'-10' Cut)	651	LF		\$ -
2-2	Sanitary Sewer Manholes				
а	Manhole (0'-6' Cut)	7	EA		\$ -
b	Manhole (6'-8' Cut)	3	EA		\$ -
С	Manhole (8'-10' Cut)	2	EA		\$ -
d	Drop Manhole (8'-10' Cut)	1	EA		\$ -
2-3	Lift Station	1	EA		\$ -
2-4	Sewer Force Main				
а	6" PVC C900 DR14	40	LF		\$ -
2-5	6" Lateral and Cleanout	1,250	LF		\$ -
2-6	Connection to Existing Force Main	1	EA		\$ -
			PART	2 SUBTOTAL	\$ -

CITY OF NAPLES

Utility Upgrades for 14th Avenue North, 13th Avenue North and Bembury Subdivision

Item No.	Item Description	Estimated Quantity	Unit	Unit Cost	Total Expanded Cost		
PART 3 - Restoration							
3-1	Road Restoration						
а	Type B Stabilization (12")	8,300	SY		\$ -		
b	Optional Base Group 6 (8" Limerock)	7,200	SY		\$ -		
С	Type S-I (150#/SY), 1-1/2 inches thick	6,900	SY		\$ -		
d	Type S-III (100#/SY), 1-inch thick	6,900	SY		\$ -		
3-2	Sidewalk	60	LF		\$ -		
3-3	General Site Restoration	3,250	LF		\$ -		
	PART 3 SUBTOTAL						
	BID PROPOSAL SUMMARY						
	PART 1 - Mobilization & Maintenance of Traffic						
	\$ -						
	\$ -						
	15% CONTINGENCY						
	BID TOTAL						

	ALTERNATE BID ITEMS								
Item Item Description Estimated Quantity Unit Unit Total Exp						ed			
A-1	Sanitary Sewer Services								
а	Front Service Replacement		LF		\$	-			
b	Rear Service Replacement		LF		\$	-			
A-2	Abandon Existing Septic Tanks	50	EA		\$	-			
				BID TOTAL	\$ -				

B-1	Water System Improvements				
а	8" C900 PVC WM Piping (DR18)	700	LF		\$ -
b	Connection to Existing WM	1	LS		\$ -
С	Fire Hydrant Assembly	2	EA		\$ -
d	Single Water Service (Long Side) (1)	9	EA		
е	Single Water Service (Short Side)	9	LF		\$ -
				BID TOTAL	\$ -

(1) Five single services will be located at 1480 Bembury

SECTION 01026

MEASUREMENT AND PAYMENT

Applies only to City of Naples' project identified as "Utility Upgrades for 14th Avenue North, 13th Avenue North and Bembury Subdivision".

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Explanation and Definitions
- B. Measurement
- C. Payment
- D. Schedule of Values

1.2 EXPLANATION AND DEFINITIONS

A. The following explanation of the Measurement and Payment for the Bid Schedule items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the Bid Schedule or relieve the CONTRACTOR of the necessity of furnishing such as a part of the Contract. Measurement and payment for all Contract Items shall made be in accordance with this section or as modified by the Supplemental Terms and Conditions.

1.3 MEASUREMENT

A. The quantities set forth in the Bid Schedule are approximate and are given to establish a uniform basis for the comparison of bids. The CITY reserves the right to increase or decrease the quantity of any class or portion of the work during the progress of construction in accord with the terms of the Contract.

1.4 PAYMENT

A. Make payment for the items listed on the Bid Schedule on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, restoration of disturbed areas, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications.

B. Unit prices are used as a means of computing the final figures for bid and Contract purposes, for periodic payments for work performed, for determining value of additions or deletions and wherever else reasonable.

1.5 SCHEDULE OF VALUES

- A. Approval of Schedule: Submit for approval a preliminary schedule of values, in duplicate, for all of the Work. Prepare preliminary schedule in accordance with the Supplemental Terms and Conditions. Submit preliminary schedule of values within 10 calendar days after the Effective Date of the Agreement. Submit final schedule of values in accordance with the Supplemental Terms and Conditions.
- B. Format: Utilize a format similar to the Table of Contents of the Project Specifications. Identify each line item with number and title of the major specification items. Identify site mobilization, bonds and insurance. Include within each line item, a direct proportional amount of CONTRACTOR's overhead profit.
- C. Revisions: With each Application for Payment, revise schedule to list approved Change Orders.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 MEASUREMENT AND PAYMENT

A. Make payment on the basis of work actually performed completing each item in the Bid, such work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications. Payment for each item includes compensation for cleanup and restorations. Cost of cleanup and surface restorations (including pavement replacement) will be considered as the percentage retained in accordance with the Contract Documents, and complete payment will not be made until cleanup, restorations and as-builts are completed.

PART 1 – MOBILIZATION & MAINTENANCE OF TRAFFIC

- 1-1. <u>Mobilization</u>: Payment for mobilization will be made for at the Contract lump sum price.
- 1-2. <u>Maintenance of Traffic</u>: Payment for maintenance of traffic in accordance with the CITY's Maintenance of Traffic Policy will be made for at the Contract lump sum price.
- 1-3. Pre-construction Audio-Video Recording: Payment for providing preconstruction audio-video recording in accordance with the CITY's Utilities Specifications and Standard Manual will be made for at the Contract lump sum price. This work includes necessary documentation of existing conditions on public and private properties. The CONTRACTOR may be required to restore private properties to conditions better than existing, at no additional cost to the CITY, if the CONTRACTOR fails to sufficiently document existing conditions.
- 1-4. <u>Survey Layout & Record Drawings</u>: Payment for providing all survey and record drawings will be made at the Contract lump sum price in accordance with the CITY's Utilities Specifications and Standards Manual.

PART 2 - SANITARY SEWER COLLECTION & TRANSMISSION

2-1 Gravity Sewer Main: Payment for furnishing and installing gravity sewer lines will be made at the Contract unit price per lineal foot for the pipe in place. This item includes clearing and disposal of trees and bushes, all necessary fittings, pipe coatings and linings, connections to existing mains, labor, equipment and materials for the furnishing and laying of the pipe, signs, maintenance of traffic, dewatering, compaction, density testing, pipe bedding, backfilling, sheeting, restrained joint piping, detectable tape, clamps, harnessing, plugs and caps, adapters, excavation of all material encountered, including rock, backfill, replacement of grass, sod, clearing and grubbing, landscaping, pavement, driveways, sidewalks, mailboxes, culverts, storm sewers, and other surface materials not specifically designated in the Bid, coordination with other contractors, stubs and valves for future connections to existing pipes, clean-up, disinfection and sterilization. temporary facilities for testing and tests. Measure pipe to the nearest foot along the centerline including the lengths of manholes, valves and Measure lineal footage horizontally. Measure cuts from proposed grade to the invert elevation of the pipe. Pipe installed within casing pipe is included in this item.

- 2-2a-c. Sanitary Sewer Manholes: Payment for furnishing and installing standard precast concrete sanitary manholes will be made at the unit price per manhole acceptably installed. This item includes all excavation, backfilling, compacted gravel or crushed stone bedding, sheeting, shoring, dewatering, concrete work and reinforcing, protection of adjacent facilities, manhole frames and covers, coatings and linings, manhole joints, bottom channels and sanitary sewer connections. Conform manholes to the CITY's Utilities Specifications and Standard Manual. This item does not include outside drop manholes or standard precast shallow manholes. Measure cuts from proposed grade to the invert elevation of the sewer.
- 2-2d. Sanitary Sewer Drop Manhole: Payment for furnishing and installing pre-cast concrete sanitary drop manhole will be made at the unit price per drop manhole acceptably installed. This item includes all excavation, backfilling, compacted gravel or crushed stone bedding, sheeting, shoring, dewatering, concrete work and reinforcing, protection of adjacent facilities, coatings and linings, manhole frames and covers, coatings and linings, manhole joints, bottom channels and sanitary sewer connections. Conform Drop Manhole to the appropriate Sanitary Sewer Precast Drop Manhole detail shown on the Plans. Measure cuts from proposed grade to the invert elevation of the sewer.
- 2-3. <u>Lift Station</u>: Payment for the furnishing and installing the lift station will be made for at the Contract lump sum price for the lift station acceptably installed. This item includes pumps, wet well structure, valve vault structure, telemetry, fence, stainless steel hardware, aluminum wet well cover, aluminum valve vault cover, coatings, valves, pipe, fittings, water service, panel, electrical hardware, electrical connection, electrical controls, and all necessary materials and labor to complete the pump station in accordance with the project plans. All site work and fencing is included. Also included is the coordination and cost to connect electrical power to the lift station. The CONTRACTOR shall schedule with Florida Power & Light to place the lift station into service.
- 2-4. Sewer Force Main: Payment for furnishing and installing sewer force main will be made at the Contract unit price per lineal foot for the pipe in place. This item includes clearing and disposal of trees and bushes, all necessary fittings, pipe coatings and linings, connections to existing mains, labor, equipment and materials for the furnishing and laying of the pipe, signs, maintenance of traffic, dewatering, compaction, pipe bedding, backfilling, sheeting, restrained joint piping, detectable tape, polyethylene clamps, harnessing, plugs and caps, adapters, excavation of all material encountered, including rock, backfill, replacement of grass, sod, clearing and grubbing, landscaping, pavement, driveways, sidewalks, mailboxes, culverts, storm sewers, and other surface materials not specifically designated in the Bid, coordination with other

- contractors, stubs and valves for future connections to existing pipes, clean-up, disinfection and sterilization, temporary facilities for testing and tests. Measure pipe to the nearest foot along the centerline including the lengths of manholes, valves and fittings. Measure lineal footage horizontally. Measure cuts from proposed grade to the invert elevation of the pipe. Pipe installed within casing pipe is included in this item.
- 2-5. 6" Lateral and Cleanout: Payment for furnishing and installing PVC lateral services and cleanouts will be made at the appropriate Contract unit price per linear foot acceptably installed. This item includes all labor, equipment and materials for furnishing and installing all necessary pipe, fittings, connections, solids sleeves and adapters, protection of existing utilities and facilities, excavation, pipe bedding, sheeting, shoring, dewatering, compaction, cleanouts, service markers, plugs, removal and replacement of grass, sod, shrubs, pavement, driveways, culverts and storm sewers, mailboxes, sidewalks and other surface materials not specifically designated in the Bid, cleanup, testing, and other work for a complete installation.
- 2-6. Connection to Existing Force Main: Payment for furnishing and installing all pipe and fittings required to connect to existing force main will be made at the Contract lump sum price for the interconnection acceptably installed. This item includes all labor, equipment and materials to install all necessary pipe, fittings, connections, tapping sleeve and valve with valve box, field measurements, protection of existing facilities, excavation, pipe bedding, dewatering, compaction, surface restoration, testing, cleanup and all other work for a complete installation.

PART 3 - ROAD RESTORATION

- Road Restoration: Payment for furnishing and performing entire road restoration activities, including Type B Stabilization (12"), 8" limerock, Type S-1 (150#/SY), 1-1/2" thick and Type S-III, (100#/SY), 1" thick, shall include the following: Materials and installation shall be per latest FDOT specifications. Contract unit price per square yard for pavement surface, base and sub-grade installed in the work. All pavement surface and base shall be replaced in accordance with the detail shown on the Construction Plans. This item includes, but is not limited to restoration of all pavement and crosswalk striping, signs, bituminous material tack coats, fire hydrant reflective markers and any other items required to restore the road to its operational level.
- 3-2. <u>Sidewalk</u>: Payment for replacement of concrete sidewalk due to Installation of utilities will be made at the appropriate Contract unit price per lineal foot for concrete sidewalk installed in the work.

- 3-3. <u>General Site</u>: Payment for general restoration will be made at the appropriate Contract unit price per linear foot. This item includes all labor and materials required for clearing and grubbing, sodding of rights-of-way, existing above ground obstructions, re-installation of fence lines, clean-up and re-grading of areas disturbed along the construction corridor, driveways, mailboxes and other surface materials not specifically designated in the Bid.
- 3-4. Pump Station Driveway Allowance: A \$5,000 allowance has been set aside for the installation of a 12'- wide sodded, stabilized driveway to provide access to the pump station. Owner, Engineer and Contractor will determine the best alignment for the driveway on-site during construction. Once the alignment is determined and submitted to Contractor in writing, Contractor will submit a proposal for costs of material and labor in writing to Engineer for approval.

ALTERNATE BID ITEMS

- A-1 <u>Sanitary Sewer Services</u>: Payment for re-establishing existing sanitary sewer services on private property from the right-of-way line to the resident/business will be made at the appropriate Contract unit price for each service acceptably installed.
 - i. This item includes all labor, equipment and materials for furnishing and installing the slip-liner, pipe, fittings, connections, protection of existing utilities and facilities, excavation, pipe bedding, sheeting, shoring, dewatering, compaction, service markers, plugs, detectable tape, removal and replacement of grass, sod, shrubs, pavement, driveways, culverts and storm sewers, mailboxes, sidewalks and other surface materials not specifically designated in the Bid, cleanup, testing, and other work for complete installation and all investigation and verification needed to insure that all fixtures in the business/residence has been connected to the new facilities.
 - ii. This price and payment shall include, but not be limited to exploration to locate the existing sewer service on private property, all pipe and fittings required to make the connections on private property, including any necessary clean-outs at pipe bends, trenching and excavation related items, bedding, jointing, and performance testing.
 - iii. The price and payment shall include <u>all</u> costs associated with the restoration of private property for sewer construction including, but not limited to, sod, asphalt & concrete driveways and pads, sidewalks, landscaping, trees, irrigation systems, other utilities, fences, structures, lighting, cleanup, etc.

A-2 <u>Abandon Existing Septic Tanks</u>: Payment for abandonment of existing septic tanks per the Florida Administrative Code (Chapter 64E-6.011 Abandonment of Systems) will be made at the appropriate Contract unit price per each septic tank acceptably abandoned.

B-1 Water System Improvements:

- 8" C900 PVC WM Piping (DR18): Payment for furnishing and installing B-1a. water main will be made at the Contract unit price per lineal foot for the pipe in place. This item includes clearing and disposal of trees and bushes, all necessary fittings, pipe coatings and linings, connections to existing mains, labor, equipment and materials for the furnishing and laying of the pipe, signs, maintenance of traffic, dewatering, compaction, pipe bedding, backfilling, sheeting, restrained joint piping, detectable tape, polyethylene clamps, harnessing, plugs and caps, adapters, excavation of all material encountered, including rock, backfill, replacement of grass, sod, clearing and grubbing, landscaping, pavement, driveways, sidewalks, mailboxes, culverts, storm sewers, and other surface materials not specifically designated in the Bid, coordination with other contractors, stubs and valves for future connections to existing pipes, clean-up, disinfection and sterilization, temporary facilities for testing and tests, restoration not included under a separate bid item. Measure pipe to the nearest foot along the centerline including the lengths of valves and fittings. Measure lineal footage horizontally. Measure cuts from proposed grade to the invert elevation of the pipe. Pipe installed within casing pipe is included in this item.
- B-1b. Connection to Existing Water Main: Payment for furnishing and installing water main connections will be made at the Contract unit price for the number of connections made. Each connection may include, at a minimum, valves, reducers, fittings, restraint joints, pipe bedding, backfill and compaction, rock removal and disposal, backfill drying (as necessary), sodding, seeding, restoration, temporary and permanent asphalt patching, utility crossing (including storm water utility crossings), base restoration, and all other incidentals necessary to complete the installation as specified. Existing water mains shall remain in service during the duration of the project. All clearing, grubbing, stripping, excavation, backfilling, base preparation, compaction, restoration, and testing shall also be included.
- B-1c. Fire Hydrant Assembly: Payment for furnishing and installing fire hydrants will be made at the Contract unit price for the number of hydrants installed and accepted. Each fire hydrant assembly includes, at a minimum, hydrant tee, 6-inch gate valve and box, valve identification, concrete work, 6-inch hydrant branch piping, hydrant, restraint joints, thrust restraints, pipe bedding, backfill and compaction,

rock removal and disposal, backfill drying (as necessary), sodding, seeding, restoration, temporary asphalt patching, utility crossing (including storm water utility crossings), base restoration, and all other incidentals necessary to complete the installation as specified. Existing hydrants removed shall remain the property of the Owner and shall be given to the Owner.

B-1d & B-1e

- Single Water Service: Long side services are those service that are on the opposite side of the roadway from the main water line, short side services are on the same side of the road as the main water line. Payment for each single service water connection (short/long side) shall be full compensation for providing and installing new structures complete and acceptable to the Owner (long side water services shall include the cost for all activities necessary to cross the roadways). New structures to be supplied and installed by the Contractor shall include poly tube service lateral piping from the proposed water main to the water service location), taps, valves (up to and including the curb stop with water meter nut inside the water meter box), water meter box, fittings, appurtenances, utility crossing, coating systems, and all other items shown on the drawings and specified herein, which are necessary for completion of related work and not supplied by the Owner. All clearing, grubbing, stripping, excavation, rock removal and disposal, backfilling, base preparation, compaction, tie-ins, connections, restoration, and testing shall also be included.
- B. Prior to submitting first monthly Application for Payment, Contractor shall submit to Engineer, for review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Engineer, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment.
- C. Prior to submitting first monthly Application for Payment, Contractor shall submit to The City a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.
- D. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the City in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials

and equipment are covered by appropriate property insurance and other arrangements to protect the City's interest therein, all of which shall be subject to the City's satisfaction.

- E. Contractor shall submit six (6) copies of its monthly Application for Payment to the Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either:
 - 1. indicate for his approval of the requested payment;
 - 2. indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
 - 3. return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment. The City shall, within thirty (30) calendar days after the Engineer's approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the City be obligated to pay any amount greater than that portion of the Application for Payment approved by the Engineer.

- F. The City shall retain ten (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Engineer for payment, whichever is less. Such sum shall be accumulated and not released to the Contractor until final payment is due.
- G. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- H. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the Engineers review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the City to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

3.2 PAYMENTS WITHHELD

- A. The Engineer may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer may nullify the whole or any part of any approval for payment previously issued and the City may withhold any agreement between the City and Contractor, to such an extent as may be necessary in the City's opinion to protect it from loss because of:
 - 1 Defective Work not remedied:
 - 2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
 - Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
 - 4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
 - 5 Reasonable indication that the Work will not be completed within the Contract Time:
 - 6 Unsatisfactory prosecution of the Work by the Contractor; or
 - 7 Any other material breach of the Contract Documents.
- B. If these conditions in Subsection 5.1 are not remedied or removed, the City may, after three (3) days written notice, rectify the same at Contractor's expense. The City also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor whether relating to or arising out of this Agreement or any other agreement between Contractor and the Engineer.

3.3 FINAL PAYMENT

- A. The City shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the City and the Engineer in accordance with Section 20.1 herein provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the City with any and all documentation that may be required by the Contract Documents and the City.
- B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the City arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the City shall be deemed to be a

waiver of the City's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer at the time of final inspection.

END OF SECTION

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Attachment 3 Johnson Engineering Dewatering Permit Scope

Johnson Engineering Dewatering Permit Scope

ITB 14-057

The City has contracted Johnson Engineering to coordination with the Contractor to expedite the SFWMD dewatering permit. Once bids are open and reviewed, Johnson Engineering will coordinate with the lowest responsive and responsible bidder to submit a dewatering permit application as soon as possible, prior to construction contract execution by the City. With the Contractor's assistance Johnson Engineering will submit a dewatering permit application to the SFWMD.

JOHNSON ENGINEERING SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):

CONSULTANT will assist OWNER in obtaining a dewatering permit for construction/installation of underground utilities at the project site. CONSULTANT will prepare required SFWMD forms and exhibits, evaluate potential impacts to existing legal users of the Water Table aquifer and wetlands, prepare a report of potential pollution sources, estimate volumes of dewatering effluent, prepare a dewatering plan and schedule, prepare a turbidity monitoring plan (if necessary), and prepare exhibits of temporary retention areas and recharge trenches, if necessary. CONSULTANT will coordinate with OWNER to prepare a feasible dewatering plan to meet SFWMD regulatory requirements and take into account site constraints and construction schedule. CONSULTANT will respond to one (1) RAI and informal requests or information from the SFWMD during the review period, if required. CONSULTANT will coordinate with contractor/OWNER (in Ft.Myers) as required to develop dewatering plan. OWNER is responsible for all SFWMD permit processing fees. This scope of services assumes the project will not be subject to the proposed SFWMD permitting rule changes that require projects requesting off-site discharge of dewatering effluent to obtain an individual dewatering permit (40E-2.061 & 40E-2.071, F.A.C.). The proposed rules are anticipated to take effect in 2014. This scope of services assumes the project will not require a FDEP permit for the discharge of produced groundwater to Waters of the State [62-621.300(2), F.A.C.].









