



Board of County Commissioners Request for Quotation

THIS IS NOT AN ORDER

Date: 02/24/2015

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RFQ #2015000210

Charlotte County Purchasing Division
18500 Murdock Circle, Room 344
Port Charlotte, Florida 33948-1094

Contact Person: Rhiannon Mills, Contract Specialist

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Reply No Later Than: March 10, 2015 @ 3:00 p.m. (EST)

Scope of Services

WATER LINE EXTENSION – LYCEUM DRIVE

PURPOSE: It is the intent of Charlotte County to secure the services of a licensed Contractor to furnish all materials, labor, equipment and all other appurtenances required to successfully complete the construction of a water main extension on Lyceum Drive, Port Charlotte, FL.

The license(s) required to perform the services for this project are: Certified General, Certified Master Plumber, Certified Underground Utilities, Registered General, Registered Master Plumber, or Registered Underground Utility.

QUOTE PRICES: Completion time shall be expressed by the established service time. The price quoted shall include Contractor's cost in full for all transportation, labor, materials and equipment used in performing the services herein.

PRE-QUOTE CONFERENCE: A pre-quote conference will be held on March 3, 2015, 3:00 p.m. (EST) to answer questions and discuss the requirements of the County, in the Charlotte County Purchasing Division Conference Room, 18500 Murdock Circle, Room 344, Port Charlotte, Florida. Attendance of this meeting is not mandatory; however, interested quoters are encouraged to attend.

EXAMINATION OF DOCUMENTS / SITE: Prior to the submission of a Quote Form, Quoter shall examine the documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations that affect the work to be performed under this contract. Failure to familiarize himself/herself with conditions will in no way relieve the successful quoter from the necessity of furnishing any materials or performing any work that may be required.

NOTICE TO PROCEED: A Notice to Proceed, or Purchase Order, shall be issued bearing the agreed-upon commencement date. No work under the Contract shall begin until after the Notice to Proceed/Purchase Order has been issued.

RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission of quotes. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

FORM OF CONTRACT: The submitted Quote Form signed by the Quoter, together with the complete quote package furnished by the County, shall constitute a binding contract. The Quoter shall be required to perform according to the Quoter's submitted Quote Form and the County's quote package.

ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of quotes, the following will be utilized in resolving arithmetic discrepancies found on the face of the quote forms as submitted by quoters:

A. Obviously misplaced decimal points will be corrected.

- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of quote evaluation, the County will proceed on the assumption that the quoter intends his quote be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the quote will be so reflected on the tabulation of quotes.

CANCELLATION: The County shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

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

All quoters are hereby notified that the successful quoter (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

SCOPE OF SERVICES: It is the intent of Charlotte County to secure the services of a licensed Contractor to furnish all materials, labor, equipment and all other appurtenances required to successfully complete the project.

The Lyceum Water Line Extension is to connect to the existing 8" main on Campbell Street and extend main to provide service to one (1) residential customer at Parcel 5 (12070 Lyceum). The new 6" water main will extend approximately 421 LF in the northerly Right-of-way (ROW) of Lyceum Drive. The main will be installed by directional bore under Campbell Street then open cut for the remaining length. The service connection will be installed by CCU. One fire hydrant assembly shall be installed as shown on the design plans.

COMPLIANCE: The requirements of the CCU Design Compliance Standards dated November 1, 2011, shall govern all utility and related work. Where a conflict exists in the requirements of a reference material or installation standard, the requirements of CCU shall prevail. Where the requirements of a state or local agency having jurisdiction are more stringent, those requirements shall prevail. CCU Design Compliance Standards, dated November 1, 2011, are available on the Charlotte County Web Site:

<http://charlottecountyfl.com/CCU/Engineering/DesignCompliance.asp>

CONTRACT TECHNICAL DOCUMENTS: The order of precedence of the technical documents is the engineering drawings and CCU Design Compliance Standards dated November 1, 2011. In all cases, the more stringent requirement takes precedent unless otherwise directed by the County.

CONSTRUCTION SCHEDULE: The Awarded Contractor shall provide a construction schedule/order of completion based on the construction time specified in the Contract Documents at the preconstruction meeting. The schedule shall indicate in detail the order in which Contractor proposes to perform the work.

REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

PROJECT MEETINGS:

Pre-construction - A pre-construction meeting will be held to acquaint representative of the County and Engineer with those in responsible charge of the Contractor's activities for the project. The meeting will cover such subjects as the following: insurance certificates; permits and licenses; construction schedules; cost breakdown and application for payments; material deliveries, storage and payments; shop drawings and submittals; job-site review of work by the Engineer; safety and emergency action procedures; operations of the existing collection and distribution systems; field offices, security and other housekeeping procedures; and other appropriate matters. No work under the Contract shall be commenced until after the Notice to Proceed / Purchase Order has been issued.

Progress - If required by the County, progress meetings shall be held once every two (2) weeks or once a month as determined by the Engineer for the purpose of coordinating and expediting the work. The Contractor, as a part of his/her obligations under the Contract, shall attend in person or by an authorized representative to attend and to act on his/her behalf. The County will conduct such meetings and as necessary, will prepare meeting minutes.

Special Meetings - The County and Contractor may call for special job site meetings for the purpose of resolving unforeseen problems or conflicts which may impede the construction schedule. The County will prepare a brief summary report of the decisions or understandings concerning each of the items discussed at the meeting.

DEFINITIONS: Wherever in the Contract Documents, the following terms and abbreviations appear their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

- A. Special Provisions: specific clauses adding to or revising the General Provisions, setting forth conditions varying from or additional to General Provisions, for a specific project.
- B. CCPW: Charlotte County Public Works
- C. CCU: Charlotte County Utilities
- D. Completed and Accepted: The County shall be the sole judge of when the work associated with a Pay Item is completed and accepted. When all activities described in the Contract Documents for a Pay Item are satisfactorily completed, the County will judge if the work is completed and accepted.
- E. Contract Close-out Documents: Consist of but are not limited to all pressure and bacteriological test results, directional bore profiles, compaction tests, and release of liens documentation.
- F. County Inspector: An authorized representative of the County, assigned to make any or all necessary inspection of the work performed and materials furnished by the Contractor.
- G. Engineer: Throughout the Contract Documents the Engineer has the same meaning as the County and/or CCU.
- H. Flagger: Any person who has successfully completed the FDOT Basic Training Course for Work Zone Traffic Control and Maintenance of Traffic.
- I. Holidays: Days designated by Charlotte County.
- J. Owner: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed. The Owner for this project is Charlotte County.

- K. Suspension of Work: All work shall be suspended whenever the Board of County Commissioners suspends normal working hours for Charlotte County employees, for occurrences such as natural emergencies (hurricanes). The Contractor will not be entitled to any additional compensation for such suspension of work.
- L. Traffic Technician: Any person holding a Florida Department of Transportation Intermediate Level Certificate in Work Zone Traffic Control and Maintenance of Traffic.
- M. Work Zone: An area established by the County where all of the Contractor's work shall take place. The limits of the Work Zone shall be specified by the County. The Contractor shall communicate his intentions to the County Inspector daily as to his (Contractor) arrival and whenever he has personnel within the Work Zone.
- N. Working Day: A working day shall be considered to be a maximum of ten (10) hours duration, starting no later than 8:00 am, Monday through Friday. The County Inspector's time shall include travel time from Charlotte County Utilities (CCU) located at 25550 Harbor View Rd, Suite 1, Port Charlotte, Florida to the job site. The County Inspector shall be the sole judge when the Contractor has completed his work day.

CONTRACT TIME / LIQUIDATED DAMAGES: The work shall be completed within **30 calendar days** from the date specified in the Notice to Proceed. The Contract Time shall include the preparation, manufacture and delivery of components and materials, construction, assembly, adjustment, submittal of record drawings and all associated equipment and facilities necessary for its reliable operation. All Contract Work shall be completed and shall be fully operational in accordance with the Contract Documents.

Charlotte County shall issue a Notice of Substantial Completion to the Contractor when it has determined that the work identified in the Contract has been substantially completed. Charlotte County shall provide the Contractor with a punch list after Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of the County by the Contractor to meet his/her obligations under the Contract. The Contractor shall complete all items on the punch lists to the satisfaction of the County prior to submittal of the application for final payment.

The County and the Contractor hereby agree that time is of the essence on this Contract and the County will suffer damages if the work is not substantially completed within the Contract Time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the County and the Contractor that the determination of the exact value of the damages the County would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the County and the Contractor that it is in their mutual interest to establish a figure of **\$642.00** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the County for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the County and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by County as the result of a delay in the Substantial Completion of the work.

CONTINUOUS PROSECUTION OF WORK: The Contractor shall continuously prosecute the work during normal hours to its completion. The Contractor shall not interrupt work unless the County provides written authorization to suspend the work. Failure to comply with this provision and/or the CCU Technical Specifications shall result in the Contractor being considered in default and subject to suspension of this Contract.

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

Attention is called to the Florida Underground Facility Damage Prevention and Safety Act defined in Florida Statute 240. This act provides for a "Sunshine State One Call" telephone number (811) to be used by all parties doing excavation, demolition or other underground construction.

SAFETY AND ACCESS: The Contractor shall at all times take every available precaution to safeguard the Public and the Work Force. The Contractor shall restrict his/her employees to the Work Zone established by the County. The Contractor shall keep all his/her activities and employees within the Work Zone.

PRIVATE PROPERTY: The Contractor shall not construct on or occupy private land outside of any easements or rights of way unless the property owner has signed a written authorization. It shall be the Contractor's responsibility to provide these agreements, and a copy of any such agreements shall be submitted to the County prior to construction. The Contractor shall designate the areas outside of the right-of-ways or easements by either police tape or silt fence and shall maintain same throughout the contract construction period.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, that each owner is satisfied with the final restoration to that property.

HOMEOWNER NOTIFICATION: The Contractor shall inform all residents and/or homeowners seven (7) calendar days and again at 48 hours prior to the commencement of work in the form of written notification in the area where construction will take place to the nearest cross street or in the area where the existing water and/or sewer services may be affected due to isolation of the utilities in the construction area. At both notifications, a Homeowner Notification form maybe hung on doorknobs if the homeowner does not respond to knocking or a doorbell. Notification informs the residents of the time frame of construction and the name and phone number of the contractor's designated 24 hours 7 days a week contact. If the homeowner's driveway is affected due to construction, the Contractor's notification shall inform the homeowner of the temporary driveway replacement sequence and the timeframe for final/permanent driveway restoration. The Contractor shall make the CCU construction coordinator and inspector aware of the homeowner notification process. The construction limits at each work zone area shall be agreed to by Contractor and CCU prior to any work progressing. Any damage outside this agreed to work zone shall be the responsibility of the Contractor at no cost to the County.

All costs associated with the 'NOTICE' and notifying residents shall be considered incidental to this contract at no additional cost to the County.

DAMAGES: The Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection as deemed necessary by the Engineer to prevent damage, injury or loss to the traveling public, employees on the job and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.

The Contractor shall be responsible for the protections of adjoining property which may include, but not be limited to mailboxes, sprinkler systems, conduits, landscaping ornaments, trees, shrubs, lawns, walks, pavements, driveways, sidewalks, roadways, structures and utilities, not designated for removal, relocation or replacement in the course of construction. Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the County.

Mailboxes shall be kept in service to the satisfaction of the US Postal Service and the County, until they are permanently restored to their proper location upon the completion of the work.

Driveways impacted during the construction phase shall be temporarily restored as soon as possible and maintained on a continual basis to minimize the impact on the homeowners egress and access. These provisions apply to the warranty period after County approval of completion of the contract. The construction limits at each work zone area shall be agreed to by the Contractor and the County prior to any work programs. Any damage outside the agreed work zone area shall be the responsibility of the Contractor to restore.

SUBMITTALS, MATERIALS, SERVICES AND FACILITIES: All materials, products, or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents, and shall be manufactured by reliable manufacturers which are, unless otherwise specified, regularly engaged in the manufacture of such material or devices.

Only materials deemed acceptable by the County may be used for the construction of the water main. Said materials shall be compliant in all aspects/regards with the CCU Standard Specifications, Standard Details and CCU Minimum Drawing and Submittal Requirements for Water, Wastewater, and Reclaimed Water Projects.

PERMITS: The County has obtained the appropriate FDEP permits for this project. The Contractor shall apply and pay for the right-of-way permit and all other necessary construction permits associated with prosecution of the work. The Contractor shall have copies of these permits in the work zone at all times.

MAINTENANCE OF TRAFFIC: The contractor shall be responsible for all maintenance of traffic and obtaining approval of a Maintenance of Traffic (MOT) Plan from the Charlotte County Public Works Engineering Department (CCPWED) for work within the right-of-way of any County Road and from the FDOT for work within the right-of-way of any State Road. The Contractor shall maintain traffic at all times during construction.

EQUIPMENT: The Contractor shall only use equipment, machines or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the CCU Design Compliance Standards dated November 1, 2011. Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall not use equipment which is unsafe or in need of repair.

STORED MATERIALS: There will be no payment for stored materials.

TESTING: Any and all testing requirements born out of, but not limited to contract requirements and permits, for the installation of the utility piping including but not limited to pressure test will be included in the Contractor's bid price. Testing will be arranged in advance with an independent testing firm (also included in the bid price) for the testing of concrete and compaction. CCU requests to be notified 48 hours (3 working days) in advance of any test in order to have a CCU representative and the Engineer of Record, if required present.

PERIODIC CLEAN UP AND RESTORATION: During construction, the Contractor shall regularly remove from site and properly dispose of all accumulated debris and surplus material of any kind that result from their operations. The Contractor shall remove unsightly mounds of earth, large stones, boulders, and debris so the site presents a neat appearance. Burial of construction debris is not permitted. Unused tools and equipment shall be stored at the Contractor's yard or base of operations for the project.

When the contract work involves right of ways, private property, roadways, private driveways or access roads, easements and sidewalks, and any site work that may impede pedestrian or vehicular traffic while the installation work is in progress, the Contractor shall backfill, grade, compact, and otherwise restore the area to the basic condition which existed prior to work in order to allow vehicular and pedestrian use. All areas should be restored to their original design grade to facilitate drainage.

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

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

MEASUREMENT AND PAYMENT: The work shall be measured and the compensation determined in accordance with the CCU Design Compliance Standards dated November 1, 2011 available on the Charlotte County Web Site:

<http://charlottecountyfl.com/CCU/Engineering/DesignCompliance.asp>

Payments to the Contractor shall be made on the basis of contract bid price submitted by the Contractor on the Bid Form as full and complete payment for furnishing all materials, labor, tools, and equipment and for performing all operations necessary to complete the work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the work or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the County.

The quantities for payment under this Contract shall be full compensation determined by actual measurements of the completed items, in place, ready for service, and accepted by the County unless otherwise specified. A CCU Representative or designate will witness all field measurements.

PAYMENT ADJUSTMENT: This Contract will not provide for fuel or other payment adjustments due to increase in material costs during the life of the contract.

The County's computations are the basis for monthly estimates and final payment. The Contractor shall include with each Pay Request any revisions to the construction schedule. Payment approvals are subject to County established procedures. Payment will be made in accordance with the Local Government Prompt Payment Act (F.S. 218.74). Such payment shall include compensation for all labor, materials, equipment and all other incidental items necessary to perform the work.

Upon completion of the project and at the satisfaction of the County, final payment of the completed items, including punch list items and all retention, less all previous payments and charges, shall be made to the Contractor.

MISCELLANEOUS ITEMS: All other miscellaneous items not specifically provided for in the bid proposal, but required for completion of the project and considered pertinent to the work, shall be considered incidental to the project.

MAINTENANCE OF FLOW: It is the Contractor's responsibility to maintain the flow of the water mains during the construction and change-over construction between new and the existing water main. Maintenance of flow is considered incidental to the work and shall be done at no additional cost to the County.

CONNECTION TO EXISTING MAIN: The connection to the existing main, irrespective of size, shall be paid for at the contract bid price per each which shall include the cost of connection, satisfactory coordination of utility constructions, labor, material, equipment and all other associated appurtenances required to complete the project in accordance with the Contract Documents. The tie-in to the existing mains shall be coordinated with CCU Operations.

WATER MAIN BLOW-OFF ASSEMBLY: Water main blow-off assemblies installed at the end of a water main extension shall consist of the following: mechanical joint cap with two-inch (2") tap, mechanical joint restraint (MEGALUG), two-inch (2") corporation stop, two-inch (2") HPDE pipe, two-inch (2") bronze gate valve (plug outlet) and a polymer concrete meter box with traffic bearing lid. The Contractor shall restrain dead end pipe in accordance with the Restraint Table included in CCU General Detail GD-01. (See CCU design compliance standards, available online at: <http://charlottecountyfl.com/CCU/Engineering/2011DesignComplianceStandards/2011DrawingDetails.asp>.) Provided the main is properly restrained, the use of tie-back assemblies for water main extension dead ends is not required. The Contractor shall furnish all temporary piping required to complete testing/sampling in accordance with contract documents.

SOURCE OF WATER FOR TESTING AND CLEANING: All water main pressure testing and existing water main flushing shall be done with potable water. The Contractor's connection(s) to the County water supply shall allow the County to meter the amount of water used in the testing and flushing and used for other miscellaneous purposes during construction. The Contractor is responsible for obtaining the meter(s) and paying all appropriate fees and deposits. The actual potable water will be provided at no cost to the Contractor by CCU. All low pressure sewer system testing shall be done with reclaimed water, if available, otherwise potable water shall be used.

RIGHT-OF-WAY RESTORATION – SOD: The Right-of-Way Restoration includes all procedures to restore the ROW to a condition equal to or better than the original condition to the satisfaction of CCU in accordance with CCU Specification Section 002930 – Grassing. Measurement of restored areas shall be based upon a maximum restoration width of eight (8') feet along the entire length of pipe for direct bury pipe, any areas disturbed by the Contractor outside this eight (8') feet width shall be restored by the Contractor at his/her expense. During installation of new utilities, the Contractor shall maintain (except at locations of utility street crossings), an undisturbed existing buffer strip of ground cover measuring a minimum of three (3') feet width from the edge-of-pavement (EOP) in order to minimize potential erosion along the pavement edge. The Contractor shall be responsible for all costs to restore this buffer strip if disturbed during construction.

The Contractor shall be responsible for restoration of items including but not limited to existing structures, stabilized roads, ground areas, damaged during construction unless otherwise approved by the County such work being considered incidental to the contract. The Contractor shall replace all survey markers removed as a result of construction at no cost to the County.

SALVABLE MATERIAL: All equipment, piping, fittings, valves and appurtenances to be removed or abandoned shall be inspected by Charlotte County or its representative immediately prior to removal or abandonment. Charlotte County's decision as to the salvability shall be final. Such material which is, in the opinion of Charlotte County or its representative, salvable shall be removed and transported by the Contractor to a desired storage location. If the equipment is not wanted by Charlotte County, the Contractor shall become the owner of the material and shall dispose of same at an approved disposal site. Under no circumstances may existing structures, piping or material be removed or demolished without obtaining approval from Charlotte County or its representative.

SOILS INFORMATION: Soil investigation has not been completed on the project area. The Contractor is responsible to make his/her own determination of the soil conditions within the project.

SUBCONTRACTING, SUBLETTING AND/OR ASSIGNMENT: The Contractor shall not subcontract, sublet or otherwise assign more than forty-nine percent (49%) of the Contract value.

TAXES: Charlotte County is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

PERMITS AND REGULATIONS: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. (A list of permit fees is attached.) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the County in

writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he shall bear all costs arising therefrom. It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or County law(s), code(s) and ordinance(s), as each may apply.

SAFETY AND HEALTH REQUIREMENTS: Charlotte County Safety and Health Requirements specifically outline the purpose, authorization, rules, and techniques to be utilized by all Contractors performing work for Charlotte County. All Contractors should become familiar with the contents of this program to ensure compliance with its procedures. The Contractor shall submit a Contractor Health and Safety plan to the County prior to commencement of work. (See attached requirements)

PAYMENT: All invoices will be paid in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE** - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form (CG 00 01)**

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Minimum Requirements:

- General Aggregate \$ 500,000
- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation
Employers' Liability

Each Accident, bodily injury or disease \$ 500,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Projects on or along navigable waters an endorsement for US Longshoremen and Harbor Workers and Jones Act is required.
- c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- d. If the contractor has no employees the contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

Additional Insured – All policies, **except** for the Workers Compensation shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements' shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 23 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Contractor shall furnish a copy of the Declaration page and required endorsements for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part to the County.

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

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

CRITERIA FOR AWARD: Award of this quote shall be to the lowest responsive, responsible quoter meeting or exceeding the requirements of the specifications set forth herein. The County retains the right to award this quote in whole or in part, whichever is in the best interest of the County. Other consideration(s) of award may be notice needed prior to commencement of work, and references.

The County reserves the right to reject the quote of any quoter who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after the due date and time, the lowest quoter is deemed non-responsible by the County, such quoter shall receive written notice from the County of this determination. The quoter shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the quoter’s responsibility. The County shall make a final determination regarding the quoter’s responsibility at the time of award of the contract.

QUOTE PRICES FOR WATER LINE EXTENSION – LYCEUM DRIVE

**LYCEUM DRIVE 6" WATER MAIN EXTENSION
Estimated Quantities**

ITEM#	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
	Direct Bury Pipe				
1	6" DR 18 AWWA C-900 PVC Pipe – Direct Bury	LF	381	\$	\$
2	6" SDR 11 HDPE Pipe Directional Bore	LF	40	\$	\$
3	8" x 6" Tapping Sleeve & Valve	EA	1	\$	\$
4	Ductile Iron Fittings	LB	155	\$	\$
5	Blow-off Assembly	EA	1	\$	\$
6	Locate Balls and Marker Tape	EA	7	\$	\$
7	Fire Hydrant Assembly	EA	1	\$	\$
8	Connection to Existing Main	EA	1	\$	\$
9	Sod	SY	440	\$	\$
10	MOT	LS	1	\$	\$
	SUBTOTAL				\$

Mobilization/Demobilization: The cost for mobilization/demobilization shall be five percent (5%) of the sub-total project cost.

SUBTOTAL \$ _____ X 5% = \$ _____

TOTAL PRICE \$ _____

Notice Needed prior to Commencement of Work: _____ calendar days

Completion Time is 30 Calendar Days.

Quoter's Name: _____

(This page to be returned)

Claiming Status as a Local Business

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

- A. **Local Business Definition:** Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.
- B. **Competitive bid (local price match option):** Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

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

Company Name: _____

Signature: _____

Title: _____

Year Business Established: _____ Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ day of _____, 20____.

Notary Public

Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

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

The following sources of supply and subcontractors shall be used for **WATER LINE EXTENSION – LYCEUM DRIVE**. (If quoter does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval. If not applicable, please state N/A).

<u>Source of Supply</u>	<u>Subcontractor(s)</u>
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____
6. _____	6. _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature _____

Dated _____

Quoter's Name: _____

(This page to be returned)

REFERENCES - WATER LINE EXTENSION – LYCEUM DRIVE

REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

2. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

3. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

4. Project Owner / Company: _____
Name of Contact Person: _____ Telephone # _____
Address: _____
City & State: _____ Zip Code: _____
Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

Quoter's Name: _____

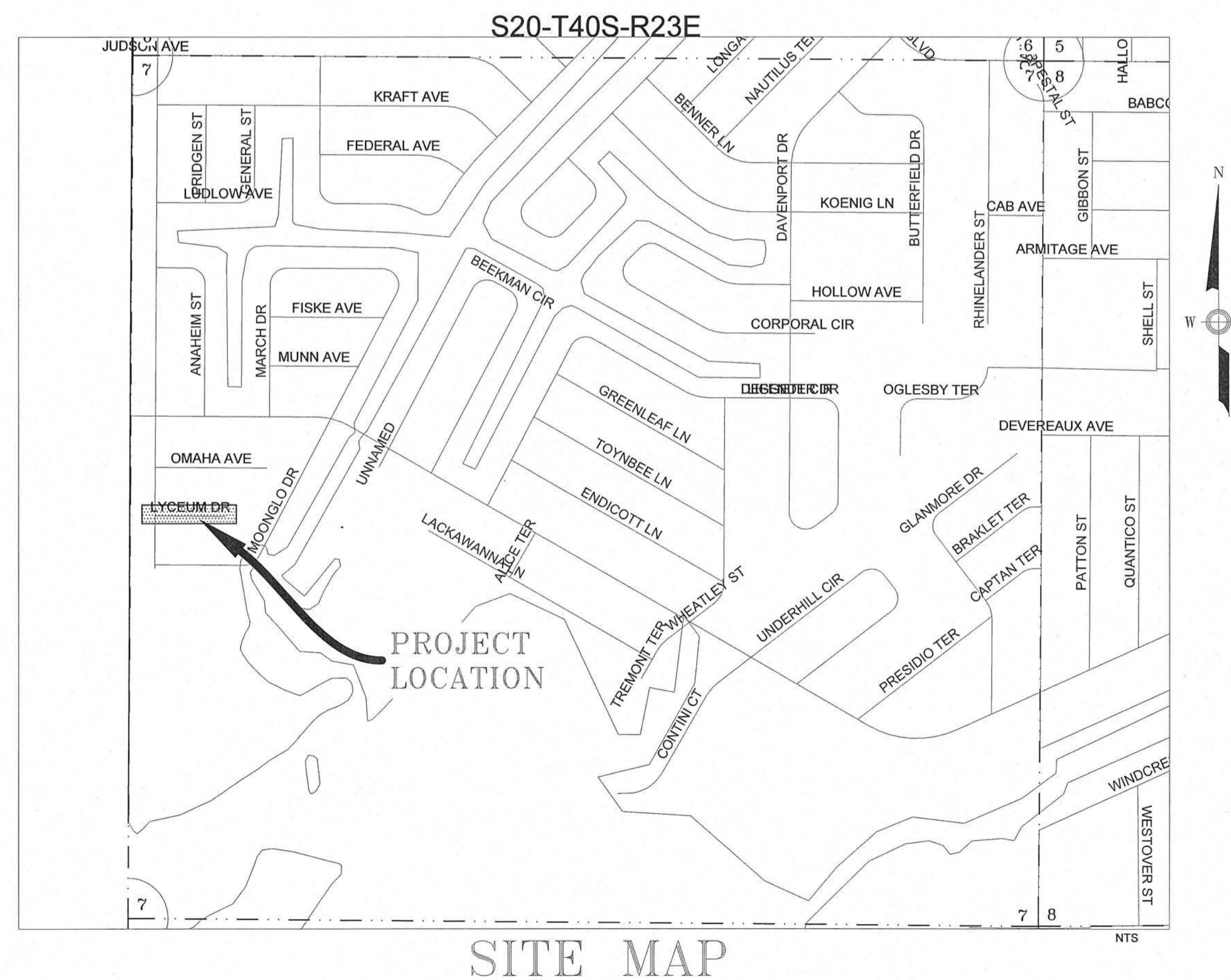
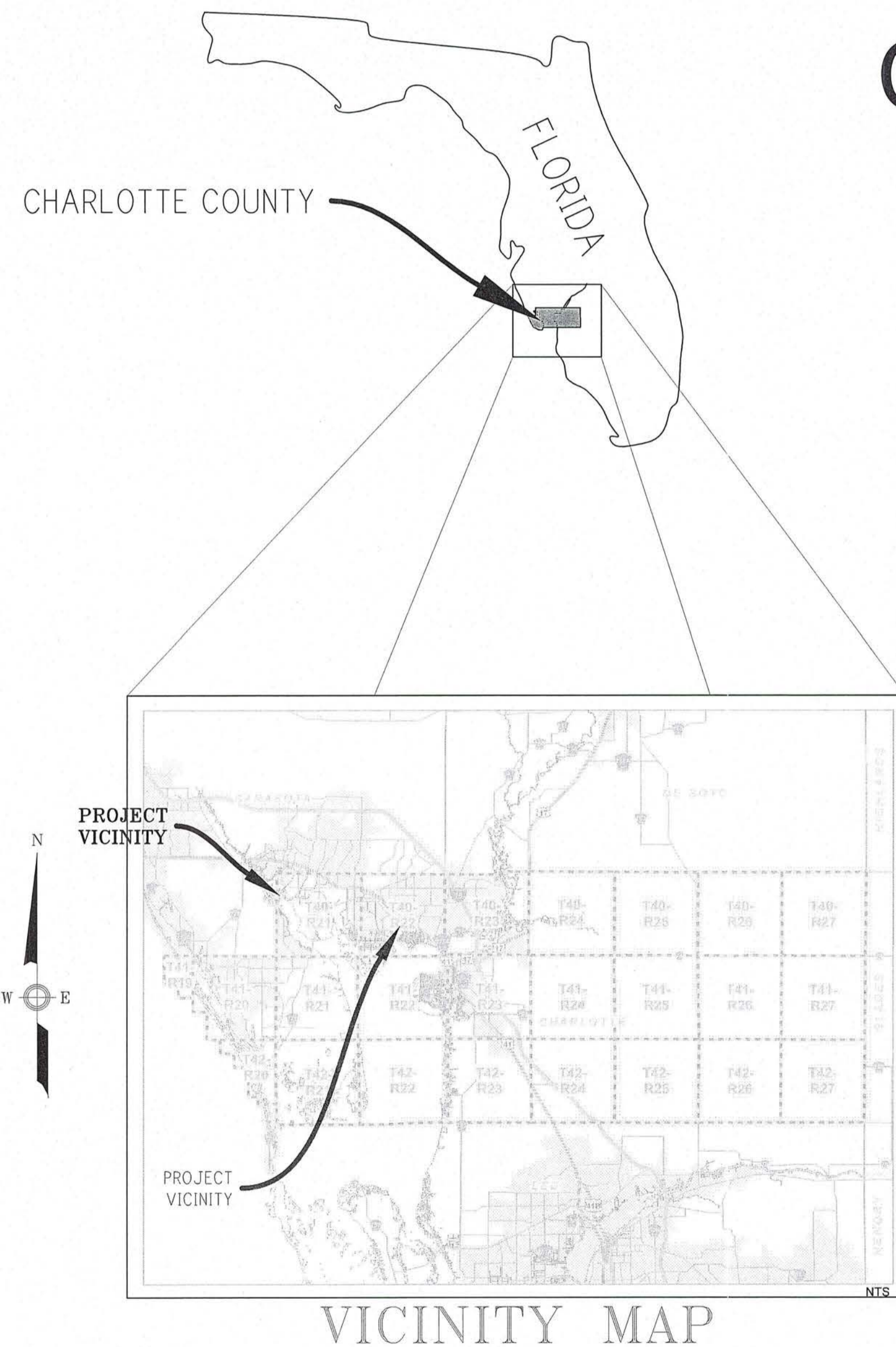
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CHARLOTTE COUNTY UTILITIES

CCU PRJ. # 15-0005

Lyceum Dr Water Line Extension

CHARLOTTE COUNTY, FLORIDA



BOARD OF COUNTY COMMISSIONERS

KEN DOHERTY DISTRICT 1	CHRISTOPHER CONSTANCE DISTRICT 2	BILL TRUEX DISTRICT 3 CHAIRMAN
STEPHEN R. DEUTSCH DISTRICT 4	TRICIA DUFFY DISTRICT 5	
RAY SANDROCK COUNTY ADMINISTRATOR		

SHEET LIST	
SHEET NUMBER	SHEET TITLE
1	COVER
2	PLAN

All elevations are based on **North American Vertical Datum (NAVD) 1988** unless otherwise noted. Coordinates are in the **Florida West Zone/ NAD 83-90 State Plane FEET** Coordinate System.

The Contractor is responsible for compliance with the applicable technical requirements of the Charlotte County Utility (CCU) Design Compliance Standards dated November 1, 2011 which are not included with the engineering drawings but are available for download on the CCU website at <http://www.charlottecountyfl.com/CCU/Engineering>.

Any exception(s) to the Design Compliance Standards are included in the Special Provisions of the Bid documents.



MICHAEL DAVID YOUSHOCK
PROFESSIONAL ENGINEER
LICENSE NO. 76333



DATE: 11/15



No.	DESCRIPTION	DATE	BY

DESIGNED BY: DEC	DATE: 2014-12-31
DWN BY: DEC	S-T-R: S20-T40S-R23E
CHK BY: WT	PROJECT NO: 15-0005
DATE: 1988	FILE NAME: 15-0005-COVER.dwg
SCALE: 1:624.8532	PLOT DATE: 2014-12-31 3:23 PM
FILE LOCATION: E:\ENGIN\Projects\15-0005\10770 Lyceum Dr.dwg (15-0005)	

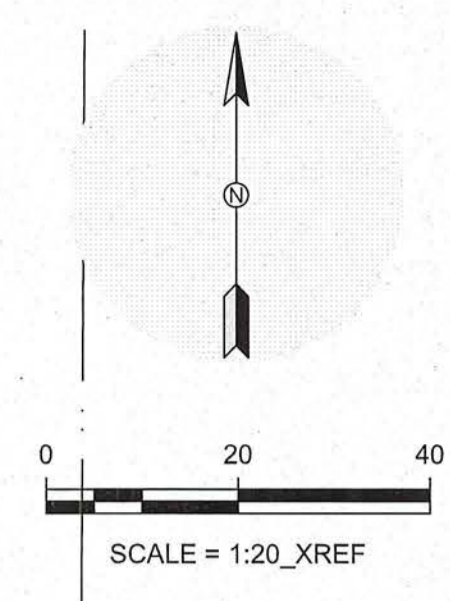
CHARLOTTE COUNTY UTILITIES
ENGINEERING SERVICES DIVISION
25550 HARBOR VIEW RD.
PORT CHARLOTTE FL 33980
PH: 941-764-4516
FAX: 941-764-4969

LYCEUM DR WATER LINE
EXTENSION
COVER

SHEET
1 OF 2

DWG: E / DATE: Dec 31, 2014 3:23pm / ENG: MRFES / Section: Lines / IMAGES: / CURRENT PROJECTS: / 15-0005 (2010) Lyceum Dr - WLE / CAD: / Production Drawings: / 15-0005-COVER.dwg / USER: csmcd

- GENERAL NOTES:
1. ALL EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE ONLY AND SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
 2. FOR UTILITY AND DRAINAGE CONFLICTS, SEE THE CCU "TYPICAL UTILITY CROSSING DETAIL" PAGE GD-23 IN THE STANDARD DRAWING DETAILS ONLINE.
 3. DIMENSIONS SHOWN ON THESE PLANS ARE TO CENTERLINE OF PIPE UNLESS NOTED. DISTANCES AND LENGTHS SHOWN ON THESE PLANS ARE TO CENTER OF STRUCTURES OR FITTINGS.



DESIGNED BY: DEC	DWN BY: DEC	CKG BY: WT
DATE: 2014-12-31	S-T-R: 15-0005	PROJECT NO. 15-0005
DATE: 2014-12-31	SCALE: 1:20	PLOT DATE: 2015-01-14 12:52 PM
DATE: 2014-12-31	FILE LOCATION: Z:\Info Cad R14\CURRENT-PROJECTS\15-0005-12070	FILE NUMBER: 15-0005-P-AN-005
DATE: 2014-12-31	FILE NUMBER: 15-0005-P-AN-005	DATE: 2014-12-31

DESIGNED BY: DEC	DWN BY: DEC	CKG BY: WT
DATE: 2014-12-31	S-T-R: 15-0005	PROJECT NO. 15-0005
DATE: 2014-12-31	SCALE: 1:20	PLOT DATE: 2015-01-14 12:52 PM
DATE: 2014-12-31	FILE LOCATION: Z:\Info Cad R14\CURRENT-PROJECTS\15-0005-12070	FILE NUMBER: 15-0005-P-AN-005
DATE: 2014-12-31	FILE NUMBER: 15-0005-P-AN-005	DATE: 2014-12-31

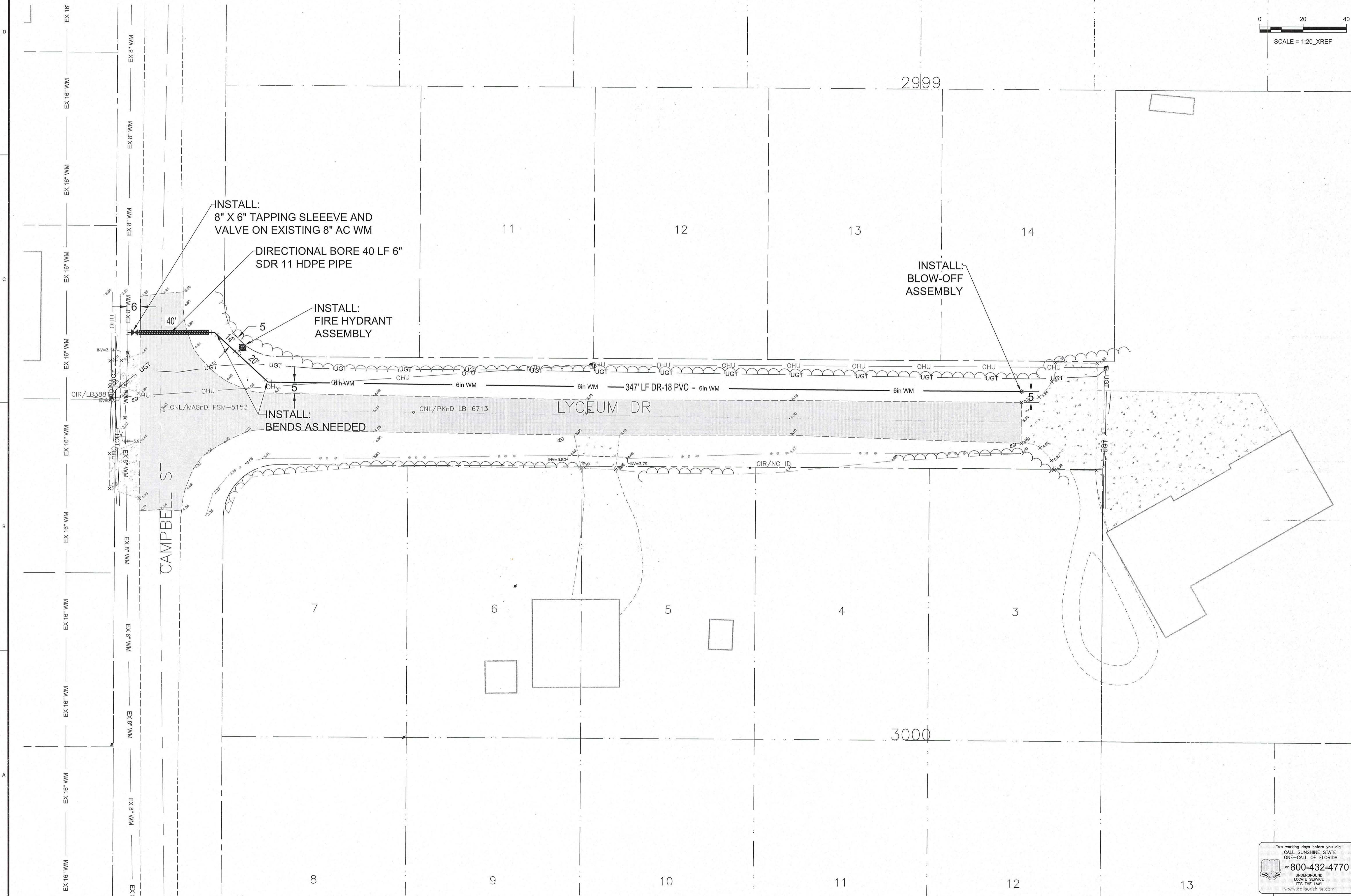
CHARLOTTE COUNTY UTILITIES
 ENGINEERING SERVICES DIVISION
 25550 HARBOR VIEW RD.
 PORT CHARLOTTE FL 33980
 PH: 941-764-4516
 FAX: 941-764-4969



15-0005 Lyceum Dr Water Line Extension
 PLAN

SHEET
 2

Two working days before you dig
 CALL SUNSHINE STATE
 ONE-CALL OF FLORIDA
 800-432-4770
 UNDERGROUND
 LOCATE SERVICE
 IT'S THE LAW
 www.callsunshine.com



DWG: Z:\Info Cad R14\CURRENT-PROJECTS\15-0005-12070 Lyceum Dr Water Line Extension\15-0005-PLAN.dwg
 DATE: Jun 14, 2015 12:52pm
 USER: thomson