



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

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 20250439 STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT

This is an annual contract for the rehabilitation of existing storm sewer pipes, utilizing cured-in-place pipe lining.

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

There will not be a Pre-Bid Conference for this project. Please send all questions to the email address below.

**BID OPENING: 2:00 p.m., JULY 16, 2025
PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 254392. Any questions can be answered by contacting Kim Chamberlain, Senior Contract Specialist at 941.743.1527 or email: kimberly.chamberlain@charlottecountyfl.gov.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Notice of Availability
Posted: 06/17/2025



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STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **BID #20250439, STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be emailed to kimberly.chamberlain@charlottecountyfl.gov.

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BID NO. 20250439

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INSTRUCTIONS TO BIDDERS
STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT
BID NO. 20250439

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award the contract to the lowest responsive, responsible bidder, qualified by experience and capable of providing collateral as bond and/or bondable to a surety company acceptable to the County in the amount of 100% of the awarded contract price. Successful bidder must furnish a Performance and Payment Bond satisfactory to the County within fourteen (14) calendar days after notification of award, as described in IB-08.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS/SITE: Prior to the submission of a bid form, bidders 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 the contract.

A. Examination of Documents - The bidding contractor is instructed to carefully examine the bid package, including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Safety and Health Requirements, Permit Fees, Maintenance of Traffic Policy (M.O.T.), Plans and all other related bid documents, including all modifications thereof, incorporated in the bid package.

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

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

C. Interpretations of any of the bid documents or the project will be in the form of a written addendum to the documents, which will be posted on the purchasing website. The County will attempt to notify all prospective bidders of the issuance of addenda, however, it is the responsibility of the bidder, prior to submitting his bid, to determine if addenda were issued, acknowledging and incorporating it into their bid. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding.

IB-04 PREPARATION OF SUBMISSION OF BID FORM REQUIREMENTS: Bid Forms shall be made on forms supplied by the County, or reasonable facsimile thereof and attached thereto, or as otherwise specified. Indicate the number of calendar days required to complete the project (unless length of time required for completion is identified by the County in the Bid Form) and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual or firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened, with explanation.

Bid Guarantee: Each bid must be accompanied by a bid bond or cashier's check in the amount not less than five percent (5%) of the total amount of the bid as a guarantee that the bidder will not withdraw his bid for a period of 60 days after scheduled opening of bids. Cashier's Checks (as bid bond) will be returned to all bidders after award of bid.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

IB-06 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Document Number 254394. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid 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.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager - Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 PERFORMANCE/PAYMENT BOND: If awarded the contract, the Contractor shall furnish a Performance and Payment Bond bound to "Charlotte County" to the Purchasing Division within 14 calendar days after notification of award. In addition, the Contractor shall be responsible and bear all costs associated to record Performance and Payment Bond with the Charlotte County Clerk of the Circuit Court. Receipt of said recording shall be furnished to the Purchasing Division.

The failure of the successful bidder to execute such agreement within fourteen (14) days after award of the contract, or with such extended period as the County may grant, shall constitute a default. The bidder shall then forfeit to the County a full amount of the Bid Guarantee.

IB-10 NOTICE TO PROCEED/DELIVERY: A pre-construction conference will be called, at which time a starting date will be determined. A Notice to Proceed, or Purchase Order, shall be issued bearing the agreed-upon date. No work under the Contract shall commence until after the Notice to Proceed/Purchase Order has been issued and signed by the awarded Contractor.

IB-11 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. All invoices will be paid in accordance with the Local Government Prompt Payment Act, Section 218.74 F.S.

IB-12 PERFORMANCE EVALUATION: At the end of the Contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-13 ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

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

IB-14 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make substitution to the specifications, he/she shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

IB-15 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the supplier represents to the County, the supplier shall pick up the product from the County at no expense to the County. Also, the supplier shall refund to Charlotte County any money that has been paid for same. The supplier will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the supplier defaults under this provision.

IB-16 RELEASE OF LIENS: The Contractor is required to pay all money due subcontractors and material dealers promptly. The Contractor shall submit releases of liens, satisfactory to the County, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

IB-17 REGULATIONS/APPLICABLE LAWS: It shall be the responsibility of each Contractor to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-18 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-19 COLLUSION: By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-20 SUBCONTRACTORS: Bidders are to complete the attached Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-21 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the Contract.

IB-22 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".

IB-23 CANCELLATION/TERMINATION OF CONTRACT: The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years is contingent upon appropriation of monies by the Board of County Commissioners. In the event that funds are not available or not appropriated, the County reserves the right to terminate the Contract. The County will be responsible for any outstanding invoices prior to the termination.

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

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

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

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at \$1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

IB-24 TAXES: Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-25 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.

IB-26 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 bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (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 the 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 the contract upon receipt of evidence of discrimination.

IB-27 RETAINAGE: As the construction work progresses, each month the Contractor will be paid the total value of the work completed and accepted during the preceding month, less five percent (5%) retainage, unless the County has grounds for withholding the payment of retainage pursuant to Section 255.05, Florida Statutes. For the purpose of preparing a monthly estimate, the County's computations and records will be used to determine the value of all work completed and accepted as of the 25th day of each calendar month. That estimate, less retainage, less previous charges, will be paid to the Contractor. Payment will be rendered in conformance with the Local Government Prompt Payment Act, Section 218.74, Florida Statutes. Such payment shall include compensation for all labor, materials, equipment and all other incidental items necessary to perform the work.

IB-28 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 [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County. In addition, pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

IB-29 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.

IB-30 PUBLIC RECORDS CLAUSE TO CONTRACTORS "ACTING ON BEHALF OF THE COUNTY": Pursuant to Section 119.0701 of the Florida Statutes, Contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 109, PORT CHARLOTTE, FLORIDA 33948.

IB-31 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS: Charlotte County will not request documentation of, or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Charlotte County does not give preference to vendors based on social, political, or ideological interests.

IB-32 IRON AND STEEL (New section in FS 255.0993, effective, July 1, 2024). Charlotte County requires that iron or steel product permanently incorporated in certain public works projects be produced in the United States. See § 255.0993, Fla. Stat. (2024). Contractor must carefully review the technical specifications to determine whether and how this requirement applies to this project and prepare its bid accordingly. Contractor's failure to account for this requirement in its bid will not justify a later change to the Contract Price.

All iron or steel products included in this order must be produced in the United States, which means that all manufacturing processes, from initial melting through application of coatings, occur in the United States, other than metallurgical processes to refine steel additives. See § 255.0993, Fla. Stat. (2024).

GENERAL PROVISIONS
STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT
BID NO. 20250439

GP-01 INTENT

A. Intent of Contract: Bid Forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including labor, transportation, supervision, equipment, and traffic control incidental to the Project, as described in the Specifications and/or shown on the Plans attached herewith. The County reserves the right to establish the exact limits of work in the field and to add to or delete from the Project as it deems necessary.

B. Provisions:

1. The successful bidder for the Contract will be referred to as the Contractor; the Board of County Commissioners of Charlotte County, Florida, Director of the applicable County Department or his/her duly authorized representative, acting on behalf of the County will be referred to as County. For the purposes of the Contract, the word "Project" shall mean the construction limits of **STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT**.

2. The Contract Documents consist of the Request for Bids and all Addenda, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Safety and Health Requirements, Permits, Maintenance of Traffic Policy (MOT), Plans and all other related documents, including all modifications thereof incorporated in the Documents before their execution. These form the Contract.

3. The County and the Contractor are those mentioned as such in this Project. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

4. Where required, written notice shall be deemed to have been duly served when delivered to the other party if delivered by hand; three (3) calendar days after the date of posting if sent by regular U.S. mail; upon receipt by the sender of an acknowledgement or transmission report if delivered by facsimile; or upon receipt by the sender of an automated message confirming delivery, or thirty (30) minutes after the time sent unless the sender receives an automated message that the email has not been sent, if delivered by email.

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

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

7. All time limits stated in the Contract Documents are of essence to the Contract.

C. Quality of Work: The Contractor agrees to do the work covered under the Contract, conforming to the Contract, Technical Specifications & Conditions, and in a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the County.

D. Maintenance of Traffic: The Contractor shall not work within the County's Rights-of-Way or on any County property accessible to the public without a County-approved Maintenance of Traffic (MOT) plan. The Contractor shall submit and obtain County approval of a MOT plan that meets all the requirements of the Charlotte County Maintenance of Traffic Policy, a copy of which is attached, at least seven (7) calendar days before the commencement of any such activities.

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

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the County of all work provided for in the Contract, or as stipulated in the Technical Specifications & Conditions, whichever comes first, other than:

1. Saturday;
2. Sunday;
3. Any day designated as a holiday by the County; or
4. Any day the Contractor is prevented from working during the first five (5) hours of the workday, with at least 60 percent of the normal work force, due to inclement weather.

All work for this Project shall be performed during normal business hours. A working day shall be considered to be a maximum of ten (10) hours in duration. Any time the Contractor desires to work in excess of ten (10) hours per day, on weekends or on County-designated holidays, the Contractor shall submit a written request to the County at least three (3) working days in advance. The Contractor may not work in excess of ten (10) hours per day, on weekends or County-designated holidays unless such request has been approved in advance in writing by the County. By making such a request, the Contractor agrees that the cost for inspection(s) for work performed during the weekend, holiday or in excess of ten (10) hours in any given day will be paid by the Contractor at the prevailing wage rate plus overhead. The exception would be for any work required by the Contractor to protect the public caused by actions not under the control of the Contractor and requested by the County.

No extension of contract time will be granted for any weekend or County-designated holiday.

GP-02 PROSECUTION AND PROGRESS

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

B. Pre-construction Conference: After the Contract has been awarded, the County will call a pre-construction conference to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the County, the Contractor, and the various utility companies which will be affected by the construction.

Project Schedule: Submission of Working Schedule/Order of Completion – At the Pre-Construction Conference, the Contractor shall submit a complete Critical Path Method (CPM) Project Schedule showing the Project through completion. This shall include the sequencing of all work items showing:

- Work Task (each phase if phased);
- Coordination with Utilities;
- Utility Adjustments;
- Required County submissions;
- Obtaining Permits; and
- Compliance with Permit Requirements.

Each of the above items shall include:

- Duration;
- Early start;
- Late start;
- Float time;
- Predecessors & Successors; and
- Highlighted Critical Path for the entire Project from start to finish.

An updated CPM Schedule acceptable to the County shall be submitted seven (7) calendar days before each monthly pay request. The updated CPM Schedule must show actual construction progress, actual start/completion dates for work items, any changes necessary to show completion of the Project within the contract time limits, current start/completion dates for work items not yet completed, and a highlighted critical path for the completion of the remainder of the Project. The updated CPM Schedule must be accepted by the County before the monthly pay request will be approved.

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

GP-03 CONTROL OF THE WORK AND MATERIALS

A. Plans and Contract Documents – The Contractor will be furnished up to four (4) copies of the Plans, Technical Specifications, General and Special Provisions as required for the Project. The Contractor shall have available on the job site at all times copies of the Plans (including relevant Design Standards), Technical Specifications, General and Special Provisions available to the County and/or its representatives.

B. Detail Drawings and Instructions – The County may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

C. Order of Precedence – These documents are integral parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In cases of discrepancy, the governing order of the documents shall be as follows:

1. Permits from Agencies as required by law;
2. Change Orders;
3. Contract Documents including Addenda but excluding Construction Plans;
4. Construction Plans;
- a. Dimensions given in figures govern over scaled dimensions;
- b. Detail drawings govern over general drawings;
- c. Addenda/Change Order drawings govern over Contract drawings.

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

E. Authority of the County – All work shall be done under the supervision of the County and performed to its satisfaction. It is agreed by the parties hereto that the County shall decide all questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

F. County's Status – The County shall examine and inspect the work to assure compliance with the requirements of these Contract Documents. The County shall determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications. In instances where the Contractor is not in compliance with the requirements of the Contract or when the quality and materials are not acceptable to the County, then the County has the authority as follows:

1. to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract;
2. to reject all work which does not conform to the Contract or when materials of shop drawings have not been approved prior to placement;
3. to resolve questions which arise in the execution of the work; and
4. to stop work whenever such stoppage may be necessary to ensure the safety of personnel and/or the public.

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

The County and his representative shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Technical Specifications & Conditions, the County's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the County timely notice of its readiness for inspection and, if the inspection is by an authority other than the County, the date fixed for such inspection. Inspections by the County shall be promptly made and, where practicable, at the source of supply.

The County's Inspectors shall be authorized to inspect all work done and all materials furnished. They shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications & Conditions and Contract and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and resolved by the County. The presence of the Inspector shall in no way lessen the responsibility of the Contractor.

If any work should be covered up without approval or consent of the County, it must, if required by the County, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered, and the work must be uncovered by the Contractor.

G. Suspension of Work – The County shall have the right to suspend all or any portion of the work upon giving the Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the contract documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

H. The County's Right to do Work – If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with provisions of the Contract, the County, after three (3) days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct the cost from the payment due the Contractor.

I. County's Decision – The County shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

J. Contractor's Supervision and Employees – The Contractor shall supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

Unless otherwise identified in the Contract documents, the Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone unskilled in the work assigned to him. The Contractor shall be responsible to see that the completed work complies fully with the Contract Documents.

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

The Contractor's Superintendent shall be present on the job site at all times while work is in progress and shall be available by phone for emergencies twenty-four (24) hours per day, seven (7) days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

K. Daily Reports – Unless waived in writing by the County, the Contractor shall complete and submit to the County on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Engineer and the County. The daily log shall document all activities of the Contractor at the Project site including, but not limited to, the following:

- Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the work;
- Soil, rock, subsurface or other conditions which adversely affect the work;
- The hours of operation by Contractor's and any subcontractor's personnel;
- The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontractor and trade;
- All equipment and vehicles present at the Project site, description of equipment and vehicle use and designation of time the equipment and vehicles were used (specifically indicating any down time);
- Description of work being performed at the Project site;
- Any unusual or special occurrences at the Project site;
- Materials received at the Project site;
- A list of all visitors to the Project site; and
- Any problems that might impact either the cost or quality of the work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by the Contractor to the County or Engineer pursuant to other sections of the Contract documents.

L. Contractor's Understanding – It is understood and agreed that the Contractor has, by careful examination and prior to submitting a bid, satisfied himself as to the nature and location of the work; the conformation of the ground and subsurface; the character, quality, and quantity of the materials to be encountered; the character and quantity of equipment, vehicles and facilities needed prior to and during prosecution of the work; the general and local conditions including environmental and climatic conditions; and other matters which can affect the work under the Contract, and that the same are in conformance with the Bid documents. If an underground facility or differing site condition is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (excepting in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the County. The County will review the underground facility or differing condition to determine the extent to which the Documents should be modified. With County approval, the Contract Documents will be amended or supplemented to the extent necessary, and the Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable. During such review, the Contractor shall be responsible for the safety and protection of such underground facility. Any work done after such discovery without specific authorization by the County will be done at the Contractor's risk. Failure of the Contractor to fully examine and acquaint itself with any and all applicable conditions shall not relieve the Contractor from any of its responsibilities to perform under the Contract documents.

Failure to report differing site conditions to the County prior to beginning work or undertaking additional activities without proper authorization of the County, shall not be considered the basis for any claim for additional time or compensation due to differing or unexpected site conditions or errors in the bid documents. No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after execution of the Contract, shall affect or modify the terms or obligations herein contained.

M. 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 County 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.

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

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

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

O. Changes in the Work – The County, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of the Contract.

In giving instructions, the County shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the County. No claim for an addition to the Contract sum shall be valid unless ordered and under no circumstances shall the County be liable to the Contractor for any increased compensation without such written order. Value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum;
2. By unit prices named in the Contract or subsequently agreed upon; and/or
3. By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (3), he shall keep amendment in such form as the County may direct, a correct account of the net cost of labor and materials, together with vouchers. The County shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

When requiring a change in the scope of services, the Contractor shall notify the County by written notice that a change order is requested within five (5) calendar days of any occurrence.

P. Deductions for Uncorrected Work – If the County deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made thereof.

Q. Contract Time Extensions – Should Contractor be obstructed or delayed in the prosecution of or completion of the work, whether to a controlling item of work identified in the most current approved Project CPM Schedule or otherwise, as a result of unforeseeable causes beyond the control of the Contractor and not due to its fault or neglect, including but not limited to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine, regulations, strikes or lockouts, acts or failures to act of any public or private utility, or any other cause, then the time for completion shall be extended for such reasonable time as the County may decide. Contractor shall notify the County in writing within seven (7) calendar days after the commencement of such delay, stating the date the delay began, the cause or causes thereof and the controlling item of work affected by the delay, if applicable. **If the Contractor does not notify the County in writing within seven (7) calendar days, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract time for that delay.**

The existence of an updated accepted Project CPM Schedule, as required, is a condition precedent to the Contractor having any right to an extension of Contract time arising out of any delay to a Critical Path item. If the Contractor has not submitted or updated the Project CPM Schedule as required for the period of delay, or if the current accepted Schedule does not accurately reflect the actual status of the Project or fails to accurately show the true controlling or noncontrolling work activities for the period of delay, then entitlement to, or the length of any time extension will be determined solely by the County, which determination shall be final.

No Damages for Delay – No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, including those for which the County may be responsible, in whole or in part, shall relieve the Contractor of its duty to perform or give rise to any right to damages or additional compensation from the County. **The Contractor expressly acknowledges and agrees that it shall receive no damages for delay.** The Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract time. This paragraph shall expressly apply to claims for early completion as well as to claims based on late completion.

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

S. Contractor's Right to Stop Work or Terminate Contract – If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the County fails to pay the Contractor within thirty (30) calendar days of maturity and presentation any sum certified by the County, then the Contractor may, upon seven (7) calendar days written notice to the County, stop work or terminate the Contract.

T. Removal of Equipment – In the case of termination of the Contract before completion from any cause whatever, the Contractor, if notified to do so by the County, shall within five (5) business days remove any part or all of its equipment and supplies from property of the County and/or site of work, failing which the County has the right to remove such equipment and supplies at the Contractor's expense.

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

V. Payments Withheld – The County may withhold payment to the Contractor on account of:

1. Defective work not remedied;
2. Failure of the Contractor to make payment properly to subcontractors or for material/labor;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid;
4. Damage to another Contractor; or
5. Failure to submit an approved updated monthly CPM Schedule.

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

W. Claims and Disputes – A claim is a demand or assertion by the Contractor seeking an adjustment or interpretation of the terms of the Contract documents, payment of money, extension of time or other relief arising out of or relating to the Contract documents, except damages for delays, for which there is no right to claim damages. **The responsibility to fully substantiate a Claim shall rest with the Contractor and no Claim will be considered without documentation or other proper substantiation acceptable to the County as specified below.**

Claims by the Contractor shall be made in writing to the County and the Engineer within seven (7) calendar days after the first day of the event giving rise to such claim or else the Contractor shall be deemed to have unequivocally and forever waived the Claim in its entirety. **The Contractor understands, acknowledges and agrees that if the claim is not made within seven (7) calendar days after the event, the Contractor has unequivocally and forever waived any right it may have to present said claim and has waived any right it may have had to a contract adjustment, interpretation, payment of additional money, extension of time, or any other relief.** Written data supporting any timely claim must be submitted to the County and the Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing. In order for the Contractor to establish the claim, it must submit a detailed, written, factual statement of the claim sufficient to allow the County to make a determination. This statement will include, at a minimum: the date(s) and location(s) on which the claim arose; the items of work affected; the conditions giving rise to the claim; all documents and communications relevant to resolving the claim; identification of the specific contract provision(s) supporting the claim; a detailed compilation of all additional compensation sought stemming from the claim, including documentation of all expenses; and a detailed compilation of all calendar days sought if Contractor seeks a time extension. **In all cases, it is the Contractor's responsibility to ensure that it has submitted sufficient documentation to the County to support each element of its claim in a timely manner.** If the Contractor fails to submit sufficient written data supporting the claim within fifteen (15) calendar days after the event, or within such time extension as may be granted by the County in writing, the Contractor shall be deemed to have unequivocally and forever waived the claim. **The Contractor understands, acknowledges and agrees that if sufficient written data supporting the claim has not been provided within fifteen (15) calendars days from the event or within any written time extension, it has unequivocally and forever waived any right it may have had to a contract adjustment, interpretation, payment of additional money, extension of time or any other relief.**

X. Assignment – Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

Y. Rights of Various Interests – Before work being done by the County's forces or by other Contractor's forces, contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the County before such commencement, to secure the completion of the various portions of the work in general harmony.

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

AA. Subcontractors – The Contractor shall provide a list of subcontractors with his bid for approval. The Contractor agrees that he is as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the County. Substitutions must be submitted in writing and shall be subject to approval by the County.

To ensure proper execution of his subcontractor's work, the Contractor shall measure work already in place and shall at once report to the County any discrepancy between the executed work and the drawings.

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

CC. Lands for Work – The County shall provide the lands upon which the work under the Contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of materials, together with the right of access to same.

DD. Cleaning Up – The Contractor shall, at such times as may be required by the County, remove from the County's property and from all public and private property, at his own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his operations. All damaged areas will be restored by the Contractor to their original condition and approved by the County. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

EE. Guarantee – The Contractor shall warrant all equipment furnished and work performed by him for a period of one (1) year from the date of final acceptance of the work by the County or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the County and restored work will be warranted for one (1) year from the date of acceptance, or as may be otherwise specified. The Contractor shall repair or replace defective work or materials no later than (30) days from the Contractor's receipt of written notice from the County.

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

FF. Utilities –

1. Responsibility Regarding Existing Utilities and Structures: The Contractor shall be solely and fully responsible for getting all utility locates, sequencing his work to minimize conflicts with all utilities, coordinating with utilities as necessary regarding location, relocation or removal, and making necessary field adjustments, approved by County engineer(s) to accommodate utilities. The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures, and from any damages resulting from said excavation. The Contractor is to include within his line item bid prices, the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities which may be in conflict with the construction of the proposed project, and to include sufficient time for the location, relocation or removal of utilities and underground utilities within the proposed Project timeline. **The Contractor expressly acknowledges and agrees that it shall receive no damages for any delays associated with the location, relocation or removal of utilities or underground utilities. The Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract time.**

2. Cooperation With Utilities: Attention is called to the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. This act provides for a "Sunshine State One Call" which is to be used by all parties doing excavation, demolition or other underground construction. The Contractor is required prior to any excavation to notify "SUNSHINE STATE ONE CALL OF FLORIDA (800-432-4770)

GG. Accidents – The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the County accidents arising out of, or in conjunction with, the performance of the work, whether in, or adjacent to, the site, which cause death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the County.

If a claim is made by anyone against the Contractor or subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the County, giving full details of the claim.

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

II. Measurement of Quantities – Where applicable, the quantities of materials and work performed will be computed by the County on the basis of measurements taken by the County and/or its agents, and these measurements shall be final and binding. All materials and work computed under the Contract shall be measured by the County according to the United States Standard Measurements and Weights.

The County does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. The estimated quantities of work to be done and materials to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the County prior to any work.

JJ. Reference to Other Specifications – Where reference is made to Specifications such as A.S.T.M., A.W.W.A., or A.A.S.H.T.O., or any other reference specifications, the latest edition shall be used.

KK. Sanitary Facilities – The Contractor shall provide and maintain, in a sanitary condition, facilities for his employees as are required by local and state boards of health.

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

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

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

MM. Codes and Laws – The successful bidder shall comply with all Federal, State, Local laws, and ordinances that affect the Contract in any way.

NN. Traffic Control – The Contractor shall comply with the "Manual on Uniform Traffic Control Devices", the Charlotte County MOT Policy and maintain safe conditions at all times.

OO. Explorations and Reports – If reference is made to identification of reports of explorations and tests of subsurface conditions at the site that have been used in preparing the Contract Documents, it should be understood that these reports are not part of the Contract Documents. The Contractor shall have full responsibility with respect to subsurface conditions at the site. Technical data may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

If the Contractor desires subsurface investigation, it will be done at his expense, prior to bidding. If the Contractor has elected not to make subsurface investigation prior to bidding, he shall not be entitled to any extra compensation due to conditions encountered.

PP. Existing Structures – Drawings of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site have been utilized by the Consultant and/or the County in preparation of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

QQ. All agency permits attached are made a part of this contract and shall be the Contractor's responsibility for all permit conditions.

TECHNICAL SPECIFICATIONS & CONDITIONS
STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT
BID NO. 20250439

TS-01 SUMMARY OF WORK:

- A. **GENERAL:** The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications for Stormwater Collection System Rehabilitation. The performance of all labor, work, materials, and services not expressly shown or called for in the Contract Documents that may be necessary for the complete and proper construction of the work, which in good faith shall be performed, furnished, and installed by the Contractor as specified or shown, at no increase in cost to the County.

The Contractor shall perform all work required in accordance with the Contract Documents and subject to the terms and conditions of the Contract, complete and ready to use.

- B. **SCOPE:** The project consists of furnishing all labor, materials and equipment for performing gravity storm sewer system pipe rehabilitation.

In order to obtain representative unit prices for cured in place storm sewer system rehabilitation technologies and construction services, this bid package has been developed. The quantities shown on the Bid Form are approximate for the bid package and are given only as a basis of calculation for award of the Contract. Interested Contractors are requested to submit prices for the bid package, if they are qualified to perform the work. Collection line repairs are utilizing cured-in-place pipelining technology. Unit prices include tasks for bypass pumping, surface restoration, and warranty TV inspections.

- C. **BID PRICES/TERMS OF CONTRACT:** Bidders shall bid unit prices, F.O.B. destination, and shall include all costs for all transportation, labor, materials and equipment used to perform the Stormwater Collection System Rehabilitation within the County's gravity collection system. These prices shall be considered firm from October 1, 2025, through and including September 30, 2026. This bid shall be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

Current contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Historical Catalog. Historical searches can only be executed by keying in all or part of the project title. The previous Contract number for this project is **22-547** and is entitled "**Stormwater Collection System Rehabilitation – Annual**".

As the results of the ongoing storm sewer system evaluation survey become available, specific collection system rehabilitation purchase orders will be issued for remedial construction services bid in this proposal. Contractor unit prices established under this selection process will determine the total cost of each purchase order.

Prior to the purchase order being executed, the Contractor shall submit to the County, a starting date and a construction schedule for the work being performed.

It is estimated that about \$500,000 worth of sewer system rehabilitation services will be generated from this program to be completed over a one (1) year period. Each pipelining purchase order will be for a minimum 50 lineal feet of gravity storm sewer line unless the Contractor agrees to complete a lesser work order for the unit bid prices given. Each purchase order will be for a not-to-exceed dollar amount. If the scope of work defined for any particular purchase order cannot be completed within the not-to-exceed dollar amount, the County will reserve the right to terminate the scope of work before the purchase order dollar amount is exceeded.

- D. **MATERIALS:** All materials, products, or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents and shall be the products of reliable manufacturers, which unless otherwise specified, have been regularly engaged in the manufacture of such material or devices. Procedures and additional requirements regarding manufacturer's experience and substitutions are included in TS-05, "Submittals".
- E. **ITEMS SPECIFIED ON DETAILS:** Certain items of material and/or devices, and their installation may be specified on the Drawings and not mentioned in the Specifications. Such items are to be considered as both shown on the Drawings and noted in the Specifications and be provided by the Contractor in accordance with the Specification on the Drawings.

- F. **PRODUCT/INSTALLER QUALIFICATIONS FOR PIPE LINING:** The County encourages competition for all its pipeline reconstruction projects. However, the County must assure that all pipeline reconstruction products installed are of good quality, and that the manufacturers of such products are reputable and financially sound, and that the installers of such products are competent and experienced.

To assure the long-term service of its storm sewer system, the County must protect itself by limiting exposure to unproven products, weak manufacturers and/or inexperienced installers, while encouraging the establishment and growth of quality new products and competent installers, when warranted. The County, therefore, shall require all bidders to conform to the following standards for product quality, manufacturer soundness and integrity, and installer expertise and experience.

All successful bidders shall demonstrate, prior to Contract award and to the satisfaction of the County, compliance with all of the following requirements:

1. The Contractor must have had at least three (3) years active experience in the commercial installation of the product and must have installed a minimum of 50,000 linear feet of the product in the State of Florida. Additionally, a minimum of 250,000 linear feet of stormwater collection installation of the product in the U.S.A. must be documented, not necessarily by the same Contractor. Such documentation must include each user's name, address, reference names at the user's location, phone numbers, length and diameter of the product, contract value and acceptance, and project closeout date. This must be documented to assure commercial viability of the product. As an alternative, this requirement may be waived by the County, if the product has been installed within the County storm sewer system for a length not less than 1,000 lineal feet and with a service life not less than two (2) years.
2. Documentation showing the in-place product shall provide flow capacity equal to at least 100% of the existing pipe. Vendor shall provide at least one (1) in-ground flow test verified by an independent third party.
3. The Contractor must submit to the County design guides and quality control procedures for product manufacturer and for product installation, including detailed inspection, testing of physical properties, retention of product samples, and taking and testing of field samples.
4. The Contractor shall submit evidence of installer training and/or certification of being trained to install the product. The installer shall also hold an active Certified or Registered Underground Utilities Contractor License with the State of Florida Department of Professional Regulations Construction Licensing Board. A copy must be submitted with the bid.
5. The Contractor shall submit detailed procedures for repairing its product installed in event of failure.
6. The lining manufacturer shall submit to the County for approval, complete design calculations for the liner installed in each line-item bid, signed and sealed by a Professional Engineer registered in the State of Florida and certified by the manufacturer as to the compliance of his materials to the values used in the calculations. The criteria for liner design shall be an HS-20 live load and the overburden using a dry soil weight of 120 pounds per cubic foot. The maximum water table elevation is to be considered level with the existing ground elevation and the ground elevation should be the maximum depth specified in the relevant line item. The expected minimum lifetime is 50 years. The liner side support shall be considered as if provided by soil pressure against the liner. The existing pipe shall not be considered as providing any structural support. No liner shall be accepted or installed until the design calculations have been approved by the County. Acceptance of the design calculations shall in no way lessen the responsibility of the Contractor. If, in the opinion of the County, a bidder has not fulfilled the product/installer qualifications set forth, the bidder may be disqualified for noncompliance with the bid documents.

TS-02 MEASUREMENT AND PAYMENT:

- A. **GENERAL:** Payments to the Contractor shall be made on the basis of the proposal 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 discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the County.

The prices stated on the Bid Form include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the details and specified herein. The Basis of Payment for an item at the price shown in the Bid Form shall be in accordance with its description of the item in this section and as related to the work specified. Unit prices will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.

The Contractor's attention is called to the fact that the bids for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established in the Bid Form or this section, the cost for that work shall be included in some other applicable Bid Item, so that the bid for the project reflects the total price for completing the work in its entirety.

- B. MEASUREMENT: The quantities for payment under this Contract shall be full compensation determined by actual measurement of the completed items, in place, ready for service and accepted by the County unless otherwise specified. The County will witness all field measurements.

The quantities stated in the Bid Form are approximate only and are intended to serve as a basis for the comparison of bids and to fix the approximate amount of the cost of the project. The County does not expressly or impliedly agree that the actual amount of the work to be done in the performance of the contract will correspond with the quantities in the Bid Form; the amount of work to be done may be more or less than the said quantities and may be increased or decreased by the County as circumstances may require. The increase or decrease of any quantity shall not be regarded as grounds for an increase in the unit price or in the time allowed for the completion of the work, except as provided in the Contract Documents.

C. BID PACKAGE PAYMENT ITEMS:

1. General: The County will not provide any space or place to store materials for this project. No payment will be made for stored materials. It is intended that all work required to complete this Contract will be included in the various bid items as described in the following paragraphs.
2. Cured-in-Place Pipe Lining: Each unit price bid shall include: all necessary or required traffic control, sewer pipe cleaning and preparation of the existing sewer, including blocking or plugging incoming lines; removal, transportation and disposal of material generated by cleaning and preparation; television surveys; chemical joint sealing if necessary; pipe liner; cleaning; testing; cleanup; all labor, materials and equipment required to provide a complete and acceptable liner installation, including all appurtenances, in accordance with the Contract Documents, the manufacturer's specifications and compliance with all applicable regulatory requirements.

Also included, if repairs are required due to damage caused by the Contractor's operation, shall be materials for repair, if required, including:

- a. Pipe, fittings and specials, pipe bedding, and materials for surface restoration;
- b. Transportation and handling costs delivered to the work site;
- c. Any bypass pumping; providing provisional sewers to maintain service;
- d. Complying with the State of Florida Trench Safety Act, including shoring; removal, transportation and disposal of existing sewer excavation;
- e. Supporting and protecting existing utilities as required; dewatering; sheeting and shoring, if necessary; furnishing and installing replacement pipe, fittings and repair couplings; unloading material and placing it in the trench;
- f. Cutting pipe; furnishing and installing joint materials including lubricant; making all connections within the lines to existing sewers, laterals and structures;
- g. Placing and compacting bedding and backfill; furnishing and installing additional suitable backfill material, if required;
- h. Furnishing all materials and equipment required to clean and test the sewer;
- i. Cleaning and testing the sewer;
- j. Temporary paving installation and removal;
- k. Permanent paving replacement;
- l. Replacement of pavement markings as existed before repair; replacing utilities, catch basins, manholes, trees, grass, shrubs, mailboxes, sprinkler systems, concrete or rock bed driveways, sidewalk and all other similar items, to original locations and to equal or better than original conditions;
- m. Obtaining and paying for any necessary permits;
- n. Satisfying all requirements of the permits, and all other appurtenant and miscellaneous items and work including final cleanup.

This item will be measured and paid at the unit price per linear foot of Cured in Place Pipe Lining as delineated by the pipe size and depth in brackets named in the Bid Form. Measurement shall be made based on the horizontal projection of the centerline of the permanently installed liner between catch basins, including the laying length of fittings along the run, measured to the nearest foot from inside wall of catch basin to inside wall of catch basin for each section lined, not including the catch basin chamber.

3. Storm Sewer line cleaning is listed as a separate bid item. This item is listed for all cleaning of storm sewer pipes and other work required to clean the sewers to a degree acceptable for television inspection so that subsequent repairs can be made.
4. Warranty TV Survey: Warranty pipe inspection and video recording of the storm sewer lines shall be paid at the unit price bid per linear foot of each pipe size. Payment shall be made only for the actual feet of pipe inspected as measured from the inside edge of the catch basin. All setups, original videotapes and photographs shall be incidental to the bid unit costs for the inspection work.

TS-03 REFERENCE STANDARDS: Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification, or tentative specification of the technical society, organization, or body referred to, which is in effect at the date of the opening of bids.

The following is a partial list of typical abbreviations which may be used in the Specifications and the organizations to which they refer:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACIFS	American Cast Iron Flange Standards
AGA	American Gas Association
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standard Institute
ASCE	American Society of Civil Engineering
ASME	American Society of Mechanical Engineering
ASTM	American Society of Testing and Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CIPRA	Cast Iron Pipe Research Association
FDOT	Florida Department of Transportation
EEE	Institute of Electrical and Electronic Engineers
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturers Administration
OSHA	Occupational Safety and Health Administration
SFBC	South Florida Building Code
SSPC	Steel Structures Painting Council
UL	Underwriters Laboratories, Inc.

Contractor shall, when required, furnish evidence satisfactory to the County that materials and methods are in accordance with such standards where so specified. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on site by the Contractor.

TS-04 PROJECT MEETINGS:

- A. Pre-construction - A pre-construction meeting will be held to acquaint representative of the County and various agencies 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; affirmative action employment; construction schedules; cost breakdown and application for payments; material deliveries, storage and payments; shop drawings and submittals; job-site review of work by the County; safety and emergency action procedures; operations of the existing collection system; field offices, security and other housekeeping procedures; and other appropriate matters.
- B. Progress - If required by the County, progress meetings shall be held once every two (2) weeks for the purpose of coordinating and expediting the work. The Contractor, as a part of his obligations under the Contract, shall attend in person or by an authorized representative to attend and to act on his behalf. The County will conduct such meetings and as necessary, with the Contractor's input, issue an agenda.

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.

TS-05 SUBMITTALS:

- A. Progress Schedule - The Purchase Order the Contractor is issued by the County shall outline the rehabilitative work. This work will contain a portion of the work required under this Contract. A progress schedule shall be prepared and four (4) copies of said schedule shall be submitted to the County for review and comments within fourteen (14) calendar days of date issue of Purchase Order.

The schedule shall detail the proposed sequence of the work and identify pertinent construction activities of each Bid Item. The schedule shall be time-scaled, identifying the estimated date of starting and completion of each bid item in order to complete the Purchase Order within the time specified in the Purchase Order.

Subsequent changes to the schedule shall be accompanied by a letter of explanation with appropriate reference and revision date on the schedule.

Review of schedule by County does not relieve the Contractor of any errors or omissions.

B. Shop Drawings

1. The Contractor shall furnish for review, four (4) copies of shop drawings, project data, samples, and other submittal items required by the Contract Documents. Two (2) copies shall be returned to the Contractor stamped "Furnish as Submitted" or "Furnish as Corrected". Where major corrections are indicated, two (2) copies will be returned stamped "Revise and Resubmit" and a new submittal is required (four (4) copies).
2. The review of the Contractor's submissions shall in no way relieve the Contractor of any of his responsibilities under the Contract. A submission marked "Furnish as Submitted" shall be interpreted to mean that there are no specific objections to the submitted material, subject to conformance with the Contract Documents and Purchase Order.
3. All submissions shall be dated and properly referenced to the Specifications section.
4. All submissions shall bear the Contractor's stamp certifying that they have been checked for conformance and accuracy. Submissions without the Contractor's stamp of approval will not be reviewed by the County and will be returned to the Contractor.
5. For any submission containing any departure from the Contract Documents, the Contractor shall include proper explanation in his letter of submittal.
6. Work on fabricated or special items shall not be commenced until the required submission information has been reviewed and marked "Furnish and Submitted" or "Furnish as Corrected".
7. Standard items shall not be assembled or shipped to the job site until the required submission information has been reviewed and marked "Furnish as Submitted" or "Furnish as Corrected".
8. Prior review actions shall not relieve the Contractor of the responsibility for correction errors, deviations, and/or omissions discovered at a later date.
9. When so specified, or if considered by the County to be acceptable, the manufacturer's specifications, catalog data, descriptive matter, illustrations, and other items may be submitted for review in place of shop drawings. In such case, the requirements shall be as specified for shop drawings, insofar as applicable.
10. The Contractor shall be responsible for the prompt submittal of all shop drawings so that there shall be no delay to the work due to the absence of such drawings. The County will review the shop drawings within fourteen (14) calendar days of the receipt of such drawings. Reviewed shop drawings will be returned to the Contractor by regular mail, posted no later than fourteen (14) calendar days after receipt.
11. Time delays caused by rejection of submittals are not cause for extra charges to the County or time extensions.
12. Shop drawings include, but are not limited to, layout drawings, installation drawings, and construction drawings. The Contractor shall be responsible for securing all items such as information, details, dimension, and

drawings necessary to prepare submission drawings required and necessary under this Contract and to fulfill all other requirements of his Contract. The Contractor shall secure such information, details, drawings, and other items from all possible sources including, but not limited to, the drawings prepared by subcontractors, County's, manufacturers, and suppliers.

Submission drawings shall accurately and clearly present the following:

- all work and installation dimensions.
- arrangement and sectional views.

Where manufacturer's publications in the form of catalogs, brochures, illustrations, or other data sheets are submitted in lieu of prepared shop drawings, such submissions shall specifically indicate the particular item offered. Identification of such items and relative pertinent information shall be made with indelible ink. Submissions showing only general information will not be accepted.

- C. Samples - Contractor shall furnish for review all samples as required by the Contract Documents or requested by the County. A minimum of two (2) samples shall be submitted. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish or texture and shall be properly labeled to show the nature of the work where the material represented by the sample will be used.
- D. Schedule of Payment Values - The Contractor shall submit a separate Schedule of Payment Values for the work in accordance with Section TS-02 "Measurement and Payment", for all items in the bid that are to be paid for on unit bid item basis. The schedule shall contain the installed value of the component parts of work for the purpose of making progress payments during the construction period.

The schedule shall be given in sufficient detail for the proper identification of work accomplished. Each item shall include a complete installation with all construction costs, the Contractor's overhead, contingencies, and profit. The sum of all unit bid items multiplied by their respective quantities shall equal the total value of the Contract.

TS-06 QUALITY CONTROL:

- A. Review at Place of Manufacture - Unless otherwise specified, all products, materials, and time and equipment may be subject to review by the County at the place of manufacture.

The presence of the County at the place of manufacture, however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents, and said duty shall not be avoided by any act or omission on the part of the County.

- B. Sampling and Testing - Unless otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered.

Any waiver by the County of any specified testing or other quality assurance measures, whether or not waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work, shall not be construed as a waiver of any requirements of the Contract Documents.

Notwithstanding the existence of such waiver, the County reserves the right to make independent investigations and tests. Failure of any portion of the work to meet any of the requirements of the Contract Documents shall be reasonable cause for the County to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

- C. Site Investigation and Control - The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the work due to his failure to comply with this requirement.

The Contractor shall inspect related and appurtenant work and shall report in writing to the County any conditions which will prevent proper completion of the work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor within the scope of the project.

- D. Review and Testing - The County reserves the right to employ and pay for the services of an independent testing laboratory for specified testing.

The work or actions of the testing laboratory shall in no way relieve the Contractor of his obligations under the Contract. The laboratory testing work will include such review and testing required by the Contract Documents, existing laws, codes, and ordinances. The testing laboratory will have no authority to change the requirements of the Contract Documents, nor perform, accept, or approve any of the Contractor's work.

The Contractor shall allow the County ample time and opportunity for review and testing materials to be used in the work. The Contractor shall advise the County promptly upon placing orders for materials so that arrangements may be made, if desired, for review before shipment from the place of manufacture. The Contractor shall at all times furnish the County and his representatives, facilities including labor, and allow proper time for reviewing and testing materials, equipment, and workmanship. The Contractor must anticipate that possible delays may occur in the execution of its work due to the necessity of materials and equipment being reviewed and accepted for use. The Contractor shall furnish, at his own expense, all samples of materials required by the County for testing, and shall make his own arrangements for providing water, electric power, or fuel for the various reviews and tests of lines and manholes.

The County will bear the costs of all tests, reviews, or investigations undertaken by the order of the County for the purpose of determining conformance with the Contract Documents if such tests, reviews, or investigations are not specifically required by the Contract Documents, and if conformance is ascertained thereby. Whenever non-conformance is determined by the County as a result of such tests, reviews, or investigations, the Contractor shall bear the full costs of any additional tests and investigations, which are ordered by the County to ascertain subsequent conformance with the Contract Documents.

- E. Right of Rejection - The County or its representative shall have the right, at all times and places, to reject any articles or materials to be furnished hereunder which, in any respect, fail to meet the requirements of the Contract Documents, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the work at the site. If the County or its representative, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the Contract Documents, such materials, no matter in what stage or condition of manufacture, delivery, or erection, may be subsequently rejected by the County or its representative.

The Contractor shall promptly remove rejected articles or materials from the site of the work after notification or rejection. All costs of removal and replacement of rejected articles or materials as specified herein shall be borne by the Contractor.

- F. Weather Conditions - Work that may be affected by inclement weather shall be suspended until proper conditions prevail. In the event of impending storms, the Contractor shall take necessary precautions to protect all work, materials, and equipment from exposure.
- G. Fire Protection - The Contractor shall take all necessary precautions to prevent fires at or adjacent to the work, including his own equipment and trailers. Adequate fire extinguisher stations shall be provided throughout the work area.

TS-07 TEMPORARY UTILITIES: The Contractor shall provide for utilities and services for his own operations. These shall include electrical power, water, ventilation, sanitary facilities, and telephone service. The Contractor shall furnish, install and maintain all temporary utilities during the Contract period including removal upon completion of the work. Such facilities shall comply with regulations and requirements of the National Electrical Code, OSHA, Florida Power and Light, and applicable Federal, State, and Local codes, rules and regulations.

- A. Temporary Water - The Contractor shall supply all water used for construction, flushing, and testing. The Contractor shall provide and maintain all piping, fittings, adapters, and valving required. It is the Contractor's responsibility to arrange through the water department for a water meter. A deposit to be paid by the Contractor is required for meter rental and all water shall be purchased by the Contractor at the prevailing rate.
- B. Temporary Ventilation - The Contractor shall provide and maintain adequate ventilation for a safe working environment. In addition, forced air ventilation shall be provided for the curing of installed materials, humidity control, and the prevention of hazardous accumulations of dust, gases, or vapors.
- C. Temporary Sanitary Facilities - The Contractor shall provide and maintain adequate and clean sanitary facilities for the construction work force and visitors. The facilities shall comply with Local codes and regulations and be situated at approved locations.

TS-08 TEMPORARY ENVIRONMENTAL CONTROLS:

- A. Chemicals - All chemicals used during project construction or furnished for testing of project operations, whether herbicide, pesticide, disinfectant, polymer, reactant of other classifications, will be required to show approval of either EPA or HUD. The handling, use, storage and disposal of such materials, containers or residues shall be in strict conformance with manufacturer and/or supplier's secured storage. Copies of antidotes shall be kept at the storage site and at the job site. The Contractor shall be responsible for any leaked chemical that has permeated into the soil. Costs incurred for cleanup of any such contamination shall be borne by the Contractor.
- B. Dust - During all work for this Contract, the Contractor shall be the application of water and/or calcium chloride or other means, acceptable to the County, eliminate dust annoyance to adjacent property owners and business establishments. The Contractor shall take all protective measures, to the satisfaction of the County, necessary to ensure that dust and debris does not enter any of the mechanical or electrical equipment. The Contractor shall be responsible for the cleanup of existing buildings and property which have become soiled due to the lack of proper dust control as determined by the County.
- C. Rubbish Control - During the progress of the work, the Contractor shall keep the site of the work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the work site and establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with Local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.
- D. Toilet Facilities - Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets at construction job sites shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.

Such facilities shall be made available when the first employees arrive on the work, shall be properly secluded from public observation, and shall be constructed and maintained in suitable numbers and at such points and in such manner as may be required.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the County, or an adjacent property.

The County and the County shall have the right to review any building or other facility erected, maintained, or used by the Contractor, to determine whether or not the sanitary regulations have been complied with.

- E. Sanitary and Other Organic Wastes - The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the County and in accordance with all laws and regulations pertaining thereto.
- F. Noise - Noise resulting from the Contractor's work shall not violate the local noise ordinances or exceed the noise levels and other requirements relating to noise abatement. The Contractor shall be responsible for curtailing noise resulting from his operation. He shall, upon written notification from the County or the noise control officers, make any repairs, replacements, adjustments, additions, and furnish mufflers when necessary to fulfill requirements.
- G. Erosion Abatement and Water Pollution - It is imperative that the Contractor's dewatering operations not contaminate or disturb properties adjacent to the work sites in accordance with the regulatory agencies having jurisdiction. The Contractor shall, therefore, schedule and control his operations to confine all runoff water from disturbed surfaces, water from dewatering and/or from excavation below the ground water table operations that becomes contaminated with lime silt, mulch, and other deleterious matter, fuels, oils, bituminous, calcium chloride, chemicals and other polluting materials.

The Contractor shall construct temporary stilling basin(s) of adequate size and provide all necessary temporary materials, operations and controls including, but not limited to, filters, coagulants, screens, and other means necessary to attain the required discharge water quality.

The Contractor shall be responsible for providing, operating, and maintaining materials and equipment used for conveying the clear water to the point of discharge. All pollution prevention procedures, materials, equipment, and related items shall be operated and maintained until such time as the dewatering operation is discontinued. Upon the

removal of the materials, equipment, and related items, the Contractor shall restore the area to the condition prior to his commencing work.

- H. Precautions During Adverse Weather - During adverse weather, and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper, shelters, or other acceptable means. The Contractor shall be responsible for all changes caused by adverse weather.
- I. Hurricane and Storm Warnings - The Contractor shall be required to remove from and/or secure all loose construction materials and equipment and protect structures under construction at the job site in the event of a hurricane watch. The Contractor shall also remove all bulkheads and plugs in pipelines that would impede drainage in case of flooding. Structures that may be in danger of floatation shall be flooded.
- J. Pests and Rodents - The Contractor shall be responsible for maintaining the job site free from litter, rubbish, and garbage. He shall provide containers for the disposal of garbage and other materials that attract and are breeding places for pests and rodents. The Contractor shall provide the services of an exterminator to inspect the job site if pest and rodents are suspected and shall provide service.
- K. Periodic Cleanup: Basic Site Restoration - During construction, the Contractor shall regularly remove from the site all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the project.

When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other disturbance of existing features in or across streets, rights-of-ways, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, sod and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

The Contractor shall perform the cleanup work on a regular basis and as frequently as requested by the County. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the County, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

Upon failure of the Contractor to perform period clean-up and basic restoration of the site to the County's satisfaction, the County may, upon five (5) calendar days prior written notice to the Contractor, employ such labor and equipment as he deems necessary for the purpose, and all costs resulting therefrom shall be charged to the Contractor and deducted from the amounts of money that may be due him.

TS-09 TRAFFIC REGULATIONS AND MAINTENANCE OF TRAFFIC: Contractor shall comply with all traffic laws and comply with the requirements, rules, and regulations of the Florida State Department of Transportation and shall comply with the Maintenance of Traffic policy Charlotte County Public Works, to maintain adequate such items as warning signs, lights, and barriers, for the protection of traffic on public roadways.

The Contractor shall maintain traffic and protect from all damage to persons and property in accordance with the Contract Documents and all applicable State and Local regulations. He shall conduct his operations so as to maintain and protect access, for vehicular and pedestrian traffic, to and from all properties and business establishments adjoining or adjacent to those streets affected by his operations, and to subject the public to a minimum of delay and inconvenience. Items such as suitable signs, barricades, and railing shall be erected, and the work outlined by adequate lighting at night. Danger lights shall be provided as required. Traffic shall be detoured as required. Watchmen and flagmen shall be provided as may be necessary for the protection of traffic. Any work requiring permanent or temporary road closure must be approved by the County in advance of the project the Contractor must provide the County with an estimated time frame for the closure.

The Contractor and his personnel are cautioned against parking vehicles in locations that affect vehicular and pedestrian traffic or hinder business establishments for any extended period of time. If necessary, the Contractor shall obtain parking areas for his personnel.

All dirt spilled from the Contractor's trucks on existing pavements shall be removed by the Contractor whenever in the opinion of the County the accumulation is sufficient to cause the formation of mud, dust, interference with traffic or create a traffic hazard.

TS-10 MATERIALS: All materials or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents.

Materials to be incorporated in the work shall be delivered sufficiently in advance of their installation and use to prevent delay in the execution of the work, and they shall be delivered as nearly as feasible in the order required for executing the work.

The Contractor shall protect all devices and materials from deterioration and damage. The materials shall be handled and stored by the manufacturer, fabricator supplier and Contractor before, during, and after shipment to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, damage or theft of any kind whatsoever. Any material exhibiting any of the above, shall be removed and replaced at the Contractor's expense for both labor and materials.

- A. Storage - The Contractor shall store his equipment and materials at the Contractor's base of operations in accordance with the manufacturer's recommendations. No storage facility is provided by The County.
- B. Liner Material Certification - Only materials that meet the applicable American Society of Testing and Materials (ASTM) material standards are acceptable for this work. These standards are as follows:

CURED IN PLACE LINING - ASTM F-1216 latest revision Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin Impregnated Tube.

The pipe liner producer's certification, in accordance with ASTM specifications, shall be furnished with the liner materials. The Contractor shall turn the pipe liner producer's certification over the County prior to installation.

The Contractor shall submit with this bid, the manufacturer's material certification that the material complies with the ASTM requirements as stated above. Bids containing exceptions to the material requirements shall be considered non-responsive.

TS-11 CURED-IN-PLACE PIPE LINING:

A. GENERAL:

- 1. Scope - The work specified in this section includes all labor, materials, accessories, equipment and tools necessary to install and test cured-in-place pipelining in piped outfalls and road crossing pipes.
- 2. General - The finished pipe in place shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to stormwater.
- 3. Submittals - The Contractor shall submit shop drawings and other information to the County for review in accordance with Section TS-05, "Submittals". Included shall be all materials as well as design calculations for the work being completed.
- 4. Product and Installer Acceptability - To be acceptable, a minimum of 250,000 linear feet (LF). of stormwater collection system installation of the product in the U.S. must be documented. To be acceptable, the installer must have had at least three (3) years active experience in the commercial installation of the product and must have installed at least 50,000 L.F. of the product in stormwater collection system installations in the State of Florida. This requirement may be waived by the County for products that have been installed in the Charlotte County Utility system for a period not less than two (2) years and a length not less than 1,000 lineal feet.

B. PRODUCTS:

Materials for Main Lines - The polyester fiber felt tubing and resin material shall be in accordance with the requirements with ASTM F1216 and be fabricated to a size that when installed will neatly fit the interior of the host pipe. Allowance shall be made for circumferential stretching during inversion. The minimum tube length shall be that deemed necessary by the Contractor to effectively span the distance between the access points. Unless otherwise specified, the Contractor will use a polyester filter felt tube and an epoxy vinyl ester and catalyst system compatible with the inversion process and having the following physical properties for the cured pipe:

Tensile Strength	ASTM D638	3,000 psi
Flexural Stress	#101 (Modified ASTM D790)	4,500 psi
Flexural Modulus of Elasticity	#101 (Modified ASTM D790)	300,000 psi
Minimum Long-Term (50 Year)	Modulus of Elasticity	150,000 psi

The lining manufacturer shall submit to the County for review complete design calculations for the liner, signed and sealed by a Professional Engineer registered in the State of Florida and certified by the manufacturer as to the compliance of his materials to the values used in the calculations. The liner shall be designed to withstand a live load equivalent to two (2) H-20 passing trucks plus all pertinent dead loads, hydrostatic pressure and grout pressure (if any). For design purposes, the water table shall be considered at grade elevation. The liner shall be designed in

accordance with ASTM F1216 and resist buckling in accordance with AWWA C950. The buckling analysis shall account for the combination of dead load, live load, hydrostatic pressure, and grout pressure against the liner. Modulus of soil reaction shall not be taken higher than 1000, corresponding to a moderate degree of compaction of bedding (85% to 95% Proctor) and a fine-grained soil as shown on Table A4 of AWWA C940.

As part of the design calculation submittal, the liner manufacturer shall submit a tabulation of time versus temperature. This tabulation shall show the lengths of time that exposed portions of the liner will endure without self-initiated cure or other deterioration beginning. This tabulation shall be at 5° F. increments ranging from 70° F. to 100° F. The manufacturer shall also submit his analysis of the progressive effects of such "pre-cure" on the insertion and cured properties of the liner. This information shall be submitted in a timely fashion prior to the pre-construction conference so that the County may set procedures for dealing with such an instance caused by construction delays. The minimum liner thickness is for materials with characteristics as shown. Bidders with materials with other characteristics must supply complete information on their bids of the values as listed for ascertaining minimum thickness.

Liner shall be neither accepted nor installed until design calculations are acceptable to the County. Liner shall be as manufactured by Institutorm of North America, Inc., 3315 Democrat Road, Post Office Box 181071, Memphis, Tennessee 38118, or County approved equal. Equivalency shall be determined by the County.

C. WORKMANSHIP:

1. Cleaning/Surface Preparation - It shall be the responsibility of the Contractor to clean the pipeline with a high-pressure water jet and to remove all internal debris out of the pipeline in accordance with Section TS-12, "Cleaning and Root Removal."

2. Point Repairs - If conditions such as broken pipe and major blockages are found that will prevent proper cleaning or liner installation, the Contractor, with the concurrence of the County, shall perform the necessary point repair(s). All point repairs and costs thereof shall be defined in writing prior to initiating. All estimated costs for point repairs shall be based on time (man hours) and materials for all labor, time, equipment, and material necessary to complete the repair. (See TS-11, C4 for Estimate Instructions) The County reserves the right to complete point repairs in-house or by alternative Contractor.

3. Liner Installation for Main Lines - The prepared pipe shall be reviewed and be acceptable to the County for cleanliness and smoothness before the Contractor begins to line the pipe.

Any additional work / materials and cost deemed necessary to achieve the pipe lining will be submitted in writing to the County for approval prior to such work being performed.

The Contractor shall present to the County, for review, a description of his methods for avoiding liner stoppage due to conflict and friction with such points as the manhole entrance and the bend into the pipe entrance. He shall also present plans for dealing with a liner stopped by snagging within the pipe. This information shall be rendered to the County in a timely fashion prior to the pre-construction conference.

The Contractor shall have on hand at all times, for use by his personnel and the County, a digital thermometer or other means of accurately and quickly checking the temperature of exposed portions of the liner.

The Contractor shall immediately notify the County of any construction delays taking place during the insertion operation. Such delays shall possibly require sampling and testing by an independent laboratory of portions of the cured liner at the County's discretion. The cost of such test shall be borne by the Contractor and no extra compensation will be allowed. Any failure of sample tests or a lack of immediate notification of delay shall be automatic cause for rejection of that part of the work at the County's discretion.

The Contractor shall designate a location where the tube will be vacuum impregnated prior to installation. The Contractor shall allow the County to inspect the materials and the "wet-out" procedure.

A scaffold or elevated platform shall be erected at the upstream or downstream access point. The tube shall be inverted using an "inversion elbow" at the bottom of the manhole or an "inversion ring" above ground. The tube shall be pulled and/or inverted into the sewer main in accordance with manufacturer's recommendations.

With the tube in place, the Contractor shall supply a suitable heat source and water recirculation equipment. The equipment shall be capable of uniformly raising the water temperature to a level required to effectively cure the resin.

The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gage shall be placed between the tube and the host pipe in the downstream manhole at or near

the bottom to determine the temperatures during the cure. Water temperatures at both ends shall be recorded either electronically, or at 15-minute intervals for supply to the County. Water temperature in the pipe during the cure period shall be as recommended by the resin manufacturer.

Initial cure shall be deemed complete when the exposed portions of the tube appear to be hard, and sound and the temperature sensor indicates that the temperature is of a magnitude to realize an exotherm. The cure period shall be of a duration recommended by the resin manufacturer and may require continuous recirculation of the water to maintain the temperature.

The Contractor shall cool the hardened pipe to a temperature below 100° F before relieving the hydrostatic head. Cool down may be accomplished by the introduction of cool water to replace water being pumped out of the manhole.

The new pipe shall be cut off in the manhole at a suitable location. The finished product shall be continuous over the length of pipe reconstructed and be free from dry spots, delamination and lifts. Should the liner not make a tight seal at the inside manhole wall, a seal shall be made by use of extra polyester fiber felt and epoxy resin. Pipe entries and exits shall be smooth, free of irregularities, and watertight. No visible leaks shall be present, and the Contractor shall be responsible for grouting to remove leaks or fill voids between the host pipe and the liner. During the warranty period, any defects which will affect the integrity or strength of the product shall be repaired at the Contractor's expense, in a manner mutually agreed upon by the County and the Contractor.

After the pipe has been cured in place, the Contractor shall reconnect the existing service connections. This shall be done from the interior of the pipeline without excavation using a robotic cutter. Where holes are cut through the liner, they shall be neat and smooth in order to prevent blockage at the service connections. Cut-in service connections shall be opened to a minimum of 95% of the flow capacity of the building sewer. All coupons shall be recovered at the downstream manhole and removed. The Contractor shall stop all visible leaks and grout all service connections. Active leaks at reinstated service lateral connections (between the liner and the existing pipe) shall be grouted. The reinstatement of the service connections shall be a separate pay item.

The Contractor should not reactivate any line sections until accepted by the County.

4. Estimate Procedures - Contractor shall submit itemized work assignment estimates and all work shall be coordinated through, the Engineer or his designee. An estimate shall include costs for all labor, materials, permits, equipment, machinery, transportation, delivery, subcontractor pricing and mark-up, tools and incidentals necessary for completion of the work. Labor Rate is defined as a per hour price and shall be inclusive of a licensed Contractor, general laborers or helpers as required. A fixed seven (7%) percent mark-up shall be assessed for all materials purchased. A fixed seven (7%) percent mark-up shall be assessed for all subcontracted work, professional and testing submittals and/or special needs equipment and rental equipment. Prior authorization for special needs equipment charges/rentals with estimated time frame must be approved by the County. Contractor shall provide competitively priced subcontracted work, materials and/or equipment. Itemized subcontractor estimates are required with the Contractor's estimate and shall include subcontractor name, and scope of work performed. Detailed by labor, materials, equipment and permits as may be applicable. No changes to sub-contractors entered on an estimate shall be made without prior written approval by the County. Charlotte County reserves the right to verify any information submitted for an estimate and/or seek additional information regarding Contractor's and subcontractors' qualifications to perform the proposed work. The Contractor agrees to provide such additional information relating to his qualifications as may be requested by the County, prior to award of work assignment. No work shall be commenced under this contract unless a Purchase Order has been issued. All work shall be complete on or before the date set forth in the Purchase Order. The Contractor reserves the right to bill the County for time required in preparing written detailed estimates only in those cases where the County does not proceed with said project within 120 calendar days of submittal, unless otherwise agreed upon. This time for producing, such an estimate, shall be billed in accordance with the Hourly Bid Rate for estimator's hours only. Response to all County requests, for such an estimate, shall be produced and submitted in a timely manner. Some estimates will require simple processing by an estimator requiring eight (8) hours or less and shall be completed and submitted in five (5) calendar days or less. However, whenever complex processing and or detailed drawings are required or when such estimates are anticipated by the Contractor to exceed eight (8) hours written County preauthorization shall be required. Estimates shall be submitted to, and all work shall be coordinated through, the Engineer or his designee.

D. CATCH BASIN RECONNECTION SEALING: Catch Basin reconNECTIONS shall be sealed by means of chemical sealant to the approved standards as determined by Charlotte County to insure sufficient and complete sealing of all defects in catch basin.

TS-12 PREPARATORY CLEANING & ROOT REMOVAL:

A. GENERAL:

1. Scope - This section covers the preparatory cleaning of storm sewer lines and catch basins as needed prior to the internal survey of the sewer lines and the cleaning of catch basins prior to rehabilitation. The Contractor shall furnish all necessary material, labor, equipment, and services required for cleaning the specific storm sewer lines.
2. General - The intent of storm sewer line cleaning is to remove foreign materials from the lines and restore the pipe to a minimum of 95% of the original carrying capacity or as required for proper seating of internal pipe joint sealing packers. Since the success of other phases of work depends a great deal on the cleanliness of the lines, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific sewer sections. If, in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the Contractor will not be held responsible.
3. Hydraulically Propelled Equipment - The equipment used shall be of a movable dam-type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property shall be taken.
4. High Velocity Jet (Hydro-cleaning) Equipment - All high-velocity storm sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two (2) or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15° to 45° in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.
5. Mechanically Powered Equipment - Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod-type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To ensure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

B. WORKMANSHIP:

1. General - The designated storm sewer pipe sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the storm sewer lines and catch basins. If cleaning of an entire storm sewer section cannot be successfully performed from one catch basin, the equipment shall be set up on the other catch basin and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire pipe section, it will be assumed that a major blockage exists, and the cleaning effort shall be abandoned.
2. Cleaning Precautions - During all cleaning and preparation operations, all necessary precautions shall be taken to protect the storm sewer from damage. During these operations, precautions shall also be taken to ensure that no damage is caused to public or private property adjacent to or served by the sewer or its branches.

Satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the storm sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the storm sewer. When possible, the flow of water in the storm sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

3. Material Removal - All sludge, dirt, sand, rocks, grease, roots, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream catch basin of the section being cleaned. Passing material from catch basin to catch basin, which could cause line stoppages, accumulation of sand in wet wells, or damage pumping equipment, shall not be permitted.

Under no circumstances shall sludge or other debris removed during these operations be dumped or spilled into the streets, ditches, storm drains, or other sanitary sewers.

The Contractor is advised that he shall not dispose of this material by legal or illegal dumping on private or public property, by sale of others, or any means other than those given above. All sludge or other debris removed during these operations shall become the property of the Contractor and as such, any load of material, or any portion thereof, disposed of in a non-permitted fashion shall become the sole responsibility of the Contractor. Any fines or clean-up costs associated with such dumping shall be paid by the Contractor; if necessary, monies shall be withheld from any monies due the Contractor until restitution is made.

4. Disposal of Materials - All solids or semi-solids resulting from the cleaning operations shall be removed from the site and disposed of by the Contractor in a legal and sanitary manner as approved by appropriate authorities, at the Contractor's cost. Copies of records of all disposals shall be furnished to the County, indicating disposal site, date, amount and a brief description of material disposed. All materials shall be removed from the site no less often than at the end of each workday. Under no circumstances will the Contractor be allowed to accumulate any type of debris on the site of work beyond the stated time, except in totally enclosed containers and as acceptable to the County.

5. Root Removal - Roots shall be removed in the designated sections and manholes where root intrusion is indicated on the work order. Special attention should be used during the cleaning operation to assure almost complete removal of roots from the joints. Any roots which could prevent the seating of the packer or could prevent the proper application of chemical sealants or could prevent the proper seating and application of cured-in-place, shall be removed. Procedures may include the use of mechanical equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners. Chemical root treatment shall be used before or at the completion of the root removal operation, depending on the manufacturer's recommendation, and grouting will take place to remove infiltration. Contractor shall capture and remove all roots from the line.

6. Chemical Root Treatment - To aid in the removal of roots, catch basin sections that have root intrusion shall be treated with an acceptable herbicide. The application of the herbicide to the roots shall be done in accordance with the manufacturer's recommendations and specifications in such a manner to preclude damage to surrounding vegetation. Any damaged vegetation so designated by the County shall be replaced by the Contractor at no additional cost to the County. All safety precautions as recommended by the manufacturer shall be adhered to concerning handling and application of the herbicide.

7. Acceptance of Cleaning Operation - Acceptance of storm sewer line cleaning shall be made upon the successful completion of the television survey and shall be to the satisfaction of the County. If television survey shows the cleaning to be unsatisfactory, the Contractor shall be required to reclean and re-inspect the storm sewer line until the cleaning is shown to be satisfactory. In areas where television survey is not performed, the County may require the Contractor to pull a double squeegee (with each squeegee the same diameter as the sewer) through each manhole section as evidence of adequate cleaning. If internal sealing is to follow the television survey, particular attention should be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

In addition, on all those lines which have sags or dips, to an extent that the television camera lens becomes submerged for three (3) or more feet during the television inspection, the Contractor shall pull double squeegee and/or sponges through the line in order to remove the water from those dips or sags. Water removal through the squeegees and/or sponges shall be performed until the television camera lens will no longer be submerged. This requirement may be waived by the County if the water in which the camera lens is submerged, is clean enough to allow the identification of pipe defects, cracks, holes, and location of service taps.

TS-13 TELEVISION/SONAR SURVEY:

A. GENERAL:

1. Scope - The work consists of furnishing all labor, materials, accessories, equipment tools, transportation services, and technical competence for performing all operations required to execute the internal closed-circuit television or external SONAR survey of storm sewers pipes once lined. The video must include up-stream and down-stream termination points as they relate to the end of liner and host pipe. Above ground SONAR (sound navigation and ranging) survey of the pipes size, length and condition may be deemed necessary by the Contractor upon inspection of the pipe and location. The Contractor accepts all responsibility for any cost of such survey.

2. General - After cleaning as specified in TS-12, "Cleaning and Root Removal," and before and after rehabilitation work, the pipe shall be visually surveyed by means of closed-circuit television or Sonar in the presence of The County or its representative. The survey shall be performed one pipe section at a time and the flow in the section being surveyed shall be suitable controlled.

2. Damming – The Contractor shall supply all labor, materials, accessories, equipment tools, transportation services, and technical competence for performing all operations required to execute the damming of the area prior to repair of full or partially submerged pipes for the purpose of inspection and or repair. Any additional cost for this will be submitted to the County for approval in advance and will be paid under Time and Material see TS-11, C4 Estimate Instructions.

3. Equipment - The television or sonar camera used for the survey shall be one specifically designed and constructed for such survey. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing a minimum 700-line resolution color video picture. Picture quality and definition shall be to the satisfaction of the County; and if unsatisfactory, equipment shall be removed and replaced with adequate equipment.

The video camera shall include a title feature capable of showing on the DVD the following information:

- City and State
- Date
- Contractor's name
- Line size
- Manhole / Catch Basin identification (both locations)
- On-going footage counter

4. Submittals - The Contractor shall submit shop drawings and other information in accordance with Section TS-05, Submittals. The Contractor's submittals shall include video tape and a sample of the video titles to be used.

B. PRODUCTS - Video DVD / Thumb Drive - High Grade DVD or Thumb Drive recordings shall be supplied by Contractor showing both Pre and Post conditions of each pipe location at the County's request. All DVD / Thumb Drive videos shall be submitted to the County and will become the property of the County.

C. EXECUTION:

1. Pre-Construction Survey - Prior to any repair work, the entire storm sewer line (from catch basin to catch basin) shall be televised by means of video or sonar. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the storm sewer's condition. In no case, shall the television camera be pulled at a speed greater than 30-feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the storm sewer conditions shall be used to move the camera through the storm sewer line. The camera shall not be pulled through the storm sewer line by a hydraulic cleaning unit hose. If, during the survey operation, the television camera will not pass through the entire pipe section, the Contractor shall set up his equipment so that the survey can be performed from the opposite catch basin.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones, or other suitable means of communication shall be set up between the two (2) catch basins of the section being surveyed to ensure good communications between members of the crew.

Measurement for location of defects shall be above ground by means of a meter device. Marking on the cable, or the like, which would require interpolation for depth of catch basin, will not be allowed. Measurement meters shall be accurate to tenths of a foot over the length of the section being surveyed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device. Movement of the television camera shall be temporarily halted at each visible point source of infiltration and/or inflow until the leakage rate from that source is quantified. If the discharge persists, the property involved shall be checked to determine whether or not the discharge is sewage.

2. Post Construction Survey - Upon completion of the storm sewer line rehabilitation, the entire pipe (from catch basin to catch basin) shall be televised by means of video or sonar. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the storm sewer repair. In no case shall the television camera be pulled at a speed greater than thirty feet (30') per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the storm sewer conditions shall be used to move the camera through the pipe. The camera shall not be pulled through the storm sewer line by a hydraulic cleaning unit hose. If, during the survey operation, the television camera will not pass through the entire pipe section, the Contractor shall set up his equipment so that the survey can be performed from the opposite catch basin.

Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two (2) catch basins of the section being surveyed to insure good communications between members of the crew.

Measurement for location of repairs shall be above-ground by means of meter device. Marking on the cable, or the like, which would require interpolation for depth of catch basin, will not be allowed. Measurement meters shall be accurate to tenths of a foot over the length of the section being surveyed. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device.

Movement of the television camera shall be temporarily halted at each repair. The camera shall also be stopped at any unnoticed or nonrepaired point source of infiltration and/or inflow until the leakage rate from that source is quantified.

3. Field Documentation

- a. Television / Sonar Survey Logs: Printed location records shall be kept by the Contractor and will clearly show the location in relation to an adjacent catch basin of each repair point observed during survey. In addition, other points of significance such as locations of building sewers, unusual conditions and other discernible features will be recorded, and a copy of such records will be supplied to the County.
- b. Videotape / Sonar Recordings: The purpose of tape recording shall be to supply a visual and audio record of repaired sections of the line. Videotape recording playback shall be at the same speed that was recorded. Slow motion or stop motion playback features shall be supplied by the Contractor. Once videotaped, the tapes become property of the County.
- c. Photographs: Instant developing, 35mm, or other standard-size photographs of the television picture of problems shall be taken by the Contractor upon request of the County or its representative.
- d. Preconstruction site video will be the responsibility of the Contractor to document conditions of the site that will be affected during the lining process to include all areas where vehicle and equipment traffic including storage will be needed.

The Contractor shall have all videotapes / sonar recordings and have all necessary playback equipment readily accessible for review by the County' representative during the project.

4. Warranty Survey - All collection line repairs, replacement, lining or point repairs shall be resurveyed by the Contractor in the presence of the County within one (1) year of acceptance by the County. Failure of the Contractor to televise the repair during the warranty period shall not relieve him of his warranty responsibilities. The Contractor shall schedule his work to conduct surveys of collection line repairs, linings, point repairs or main line replacement to include a Television Survey in the 11th month after acceptance and tapes are to be turned over to the County (this will be the third television survey). Procedures and documentation required are to be identical to those required under the post construction survey requirements herein.

TS-14 QUANTITIES: The exact quantities of the required materials cannot be determined at this time. The quantities given are for bidder's guidance only. No minimum amount is guaranteed or implied. The bid award may result in similar quantities of purchases; however, this is not guaranteed. Purchase Orders shall be issued on an "as required" basis.

TS-15 REFERENCES/EXPERIENCE: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached reference form. 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.

TS-16 CRITERIA FOR AWARD: Award of this bid shall be to the overall lowest, responsive, responsible bidder, meeting or exceeding the requirements specified. Other considerations for award may be notice needed prior to commencement of work and references.

The quantities shown on the Bid Form are approximate for the bid package and are given only as a basis of calculation for award of the Contract. The actual quantities for each purchase order issued may vary substantially from the estimated amount. Unit prices on the Bid Form will be used for each purchase order issued.

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

FEDERAL PROVISIONS
STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT
BID NO. 20250439

The projects, programs, and activities to be completed under this Agreement are fully or partially funded by Federal funding, grants and/or disaster assistance from various federal and state agencies including, but not limited to, the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA). Therefore, consultants, contractors and their subcontractors (hereinafter referred to as “Contractor”) will be required to comply with the applicable provisions of 2 C.F.R. Part 200, Appendix II and with the following provisions, **as applicable**. The Contractor shall require compliance with all applicable federal requirements as may be required by 2 C.F.R. Part 200, Appendix II, and as are listed below, of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as applicable, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Subcontractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income

Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

ADDITIONAL FEDERAL REQUIREMENTS

To the extent applicable to the services and/or goods provided under this Agreement, Contractor and any of its subcontractors used as part of this Agreement, expressly agree to adhere to the following provisions, as required:

Activities Abroad. Contractor agrees that with regard to activities undertaken pursuant to this Agreement, such activities carried on outside the United States are coordinated as necessary with appropriate government authorities and the appropriate licenses, permits, or approvals are obtained.

Controlled Substances. Contractor agrees that it shall not knowingly use funds provided under this Agreement to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812.

Human Rights. Contractor assures that the human rights of all persons with developmental disabilities (especially those without familial protection) who are receiving treatment, services or habilitation under programs assisted under this title, will be protected consistent with P.L. 88-164, Title I, s. 110, as amended, 42 U.S.C. s. 6009, the federal Developmental Disabilities Assistance and Bill of Rights Act, and s. 393.13, Fla. Stat., Florida’s Bill of Rights of Persons with Developmental Disabilities.

Restrictions on Abortion and on Distribution of Sterile Needles. Contractor agrees that it shall not use funds provided under this Agreement for an abortion. Further, Contractor agrees that funds shall not be used to carry out any program of distributing sterile needles or syringes for hypodermic injection of any illegal drug.

U.S. Flag Air Carrier. Contractor agrees that as it pertains to the services provided under this Agreement, U.S. flag air carriers shall be used to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries.

U.S. Patriot Act; Public Health Security & Bioterrorism Preparedness & Response Act. Contractor will comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act) amending 18 U.S.C. 175-175c.; The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201.

Trafficking Victims Protection Act. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor/consultant from (1) engaging in severe forms of trafficking in persons during the period of time that this Contractor Agreement is in effect; (2) procuring a commercial sex act during the period of time that this Contractor Agreement is in effect; or (3) using forced labor in the performance of the Contractor services under this Contractor Agreement. This Contractor Agreement may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

Gun Control – Consolidation Appropriations Act, 2017, Pub. L. 115-31, Section 217. None of the funds made available under this Contractor Agreement may be used in whole or in part to advocate or promote gun control.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Contractor Agreement Act (33 U.S.C. 1251-1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Procurement of Recovered Materials. Contractor and any subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Agreement and to the extent practicable, the Contractor and subcontractor are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247.

Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to

verify that none of the Contractor's principals (defined at 2 C.F.R. s.180.995) or its affiliates (defined at 2 C.F.R. s. 180.905) are excluded (defined at 2 C.F.R. s. 180.940) or disqualified (defined at 2 C.F.R. s 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Charlotte County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, in addition to remedies made available to Charlotte County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transaction.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this Agreement, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin; (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information; (4)

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Domestic Preference for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in this Agreement, Contractor shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Prohibition on certain telecommunications and video surveillance services or equipment. In accordance with 2 CFR 200.216, Contractor and any subcontractors are prohibited to obligate or spend federal funds to: (1) procure or obtain, (2) extend or renew a Contractor Agreement to procure or obtain; or (3) enter into a Contractor Agreement

to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections. The National Defense Authorization Act of 2013 extending whistleblower protections to Contractor employees may apply to the Federal grant award dollars involved with this Agreement.

Federal Funding Accountability and Transparency Act (FFATA). In accordance with FFATA, the Contractor shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-54r

Sub Agreements/Assignments and W/MBE. Contractor shall not subcontract, nor assign this Agreement, or any part of the services provided under this Agreement, without prior written consent of County. In accordance with 45 CFR s. 75.330 and 2 CFR s. 200.321, Contractor acknowledges that if it subcontracts any work pertaining to this Agreement, it will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative Steps include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are

solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Davis-Bacon Act: For all construction contracts and other projects, if applicable, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. The Contractor and its subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors are required to pay wages not less than once a week. If the federally funded award contains Davis Bacon provisions, the Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Contractor shall report all suspected or reported violations of the Davis-Bacon Act to the County.

Copeland Anti Kick Back Act: Contractor and its subcontractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Contractor and its subcontractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The contractor or subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier contracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. s. 5.12.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708 and 29 C.F.R. §§ 5.5 (b)(1)-(4).

Contracts awarded in excess of \$100,000 that involve the employment of mechanics and laborers must be in compliance with 40 U.S.C. ss.3702 and 3704, as supplemented by the Department of Labor Regulations in 29 C.F.R. Part 5.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

Byrd Anti-Lobbying (31 U.S.C s. 1352, as amended).

Contractors who apply or bid for an award of more than \$100,000 shall file the required Anti-Lobbying certification at the time of bid. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. s. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal awarding agency.

DHS Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Access to Records.

The Contractor agrees to provide Charlotte County, the FDEM, the FEMA Administrator, the Comptroller General of the United States, any other Federal grantor, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the administrator of any other Federal grantor, or their authorized representatives, access to construction or other work sites pertaining to the work being completed under the agreement. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Charlotte County and the Contractor acknowledge and agree that no language in this agreement is intended to prohibit audits or internal review by the FEMA Administrator, any other Federal grantor, or the Comptroller General of the United States.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

No Obligation by Federal Government.

The federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the agreement.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this agreement.

Copyright and Data Rights.

The Contractor grants to Charlotte County a paid-up royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance if this agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the agreement but not first produced in the performance of this agreement, the Contractor will identify such data and grant to Charlotte County or acquire on its behalf a license of the same scope as for data first produced in the performance if this agreement.

Remedies.

Unless otherwise provided by the agreement, all claims, counterclaims, disputes and other matters in question between the County and the Contractor arising out of or relating to the agreement, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Charlotte County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

Termination for Cause or Convenience.

The County may terminate the agreement at any time, for cause or convenience, by providing written notice to the Contractor, of determined by the County to be in the County's best interest. If the agreement is terminated, the Contractor shall be paid for all work actually performed, and all costs actually incurred prior to contract termination.

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Contractor and its subcontractors, to the extent applicable, shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

- 1.The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
- 2.The Endangered Species Act (16 U.S.C. § 1531 et seq.)
- 3.Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- 4.Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
- 5.The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
- 6.National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
- 7.Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
- 8.The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
- 9.Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")
- 10.Executive Order 13112 ("Invasive Species")

11.The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)

12.The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)

13.The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

14.The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)

15.The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16.The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18.Rivers and Harbors Act (33 U.S.C. § 407)

19.Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act

(16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20.Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21.Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22.Pursuant to 2 CFR §200.322, Contractor and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

INSURANCE REQUIREMENTS STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT BID NO. 20250439
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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 | \$2,000,000 |
| • Each Occurrence | \$1,000,000 |

For Projects greater than \$10,000,000:

Estimated Project Construction Cost from **\$10,000,000 to \$29,999,999**

- | | |
|---------------------|-------------|
| • General Aggregate | \$3,000,000 |
| • Each Occurrence | \$3,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its 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)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and its 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	\$1,000,000
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- 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.

4. **Builder's Risk Insurance (Course of Construction) or Installation Floater**

Insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Contractors' Pollution Legal Liability (if project involves environmental hazards)**

Each Occurrence or Claim	\$1,000,000
Policy Aggregate	\$2,000,000

6. **Professional Liability (if design/build)**

Each Occurrence or Claim	\$1,000,000
Policy Aggregate	\$2,000,000

- a. In the event that any professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against Charlotte County.

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 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages 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 policies. 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.

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 of the County.

SAFETY AND HEALTH REQUIREMENTS STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT BID NO. 20250439

SH-01 HEALTH AND SAFETY PLAN: It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Environmental Health and Safety Manager will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Environmental Health and Safety Manager to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

SH-02 ACCIDENTAL SPILLS: In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Environmental Health and Safety Manager.

The following phone numbers may be used in the event of an emergency:

Risk Management	941.764.4191
Environmental Health and Safety Manager	941.743.1381 (or Cell 941.223.5535)

SH-03 CONTROL OF FUGITIVE EMISSIONS: The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS: Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

B. LEAD-CONTAINING BUILDING MATERIALS: Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Environmental Health and Safety Manager or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

C. SAMPLING AND MONITORING RESULTS: The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.

BID FORM
STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT
BID NO. 20250439

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Federal Provisions, Insurance, Safety & Health Requirements, Bid Form, Permit Fees, MOT Policy and any other documentation for

STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

TOTAL ESTIMATED ANNUAL BID PRICE:

_____ \$ _____
(TYPE/PRINT) (NUMERIC)

Manufacturer Name: _____

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

- () License Requirement: Certified Underground Utilities, Registered Underground Utility, Certified General, Registered General Certified Master Plumber, or Registered Master Plumber.
- () Manufacturer's Material Certification
- () Design guides and quality control procedures for product manufacturer and for product installation
- () Installer Training and/or certification of being trained to install the product
- () Detailed procedures for repairing product

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 254394. No information regarding the submittal will be divulged over the telephone.

OPTIONAL ELECTRONIC BID SUBMISSIONS: If your firm would like to submit your bid electronically, please visit <http://bit.ly/3TYAyKa> and follow given instructions.

Name of Bidder: _____
(This form to be returned)

SCHEDULE OF PRICES – STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT

No.	Item	Unit	Estimated Qty.	Unit Price	Extended Price
1	TV Survey/Sonar Survey				
a.	TV Survey: Pre and Post Construction Survey	LF	150	\$	\$
b.	Sonar Survey: Pre and Post Construction Survey (1/2 day is equivalent to 4 hours)	DAY	½ day	\$	\$
2	Warranty	LF	150	\$	\$
3	Light Cleaning (0-9% Accumulated Debris)				
a.	16"- 29"	LF	150	\$	\$
b.	30"- 42"	LF	150	\$	\$
c.	42" or greater	LF	150	\$	\$
4	Medium Cleaning (10-29% Accumulated Debris)				
a.	16"- 29"	LF	150	\$	\$
b.	30"- 42"	LF	150	\$	\$
c.	42" or greater	LF	150	\$	\$
5	Heavy Cleaning (Greater Than 30%)				
a.	16"- 29"	LF	150	\$	\$
b.	30"- 42"	LF	150	\$	\$
c.	42" or greater	LF	150	\$	\$
6	15" Cured in Place Pipe - 7.5mm	LF	150	\$	\$
7	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
8	18" Cured in Place Pipe - 9mm	LF	150	\$	\$
9	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
10	21" Cured in Place Pipe - 9mm	LF	150	\$	\$
11	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
12	24" Cured in Place Pipe - 10.5mm	LF	150	\$	\$
13	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
14	27" Cured in Place Pipe - 10.5mm	LF	150	\$	\$
15	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
16	30" Cured in Place Pipe - 12mm	LF	150	\$	\$

Name of Bidder: _____
 (This page to be returned)

SCHEDULE OF PRICES – STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT

No.	Item	Unit	Estimated Qty.	Unit Price	Extended Price
17	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
18	36" Cured in Place Pipe - 12mm	LF	150	\$	\$
19	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
20	42" Cured in Place Pipe - 16.5mm	LF	150	\$	\$
21	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
22	48" Cured in Place Pipe - 18mm	LF	150	\$	\$
23	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
24	54" Cured in Place – 19.5mm	LF	150	\$	\$
25	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
26	60" Cured in Place – 21mm	LF	150	\$	\$
27	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
28	66" Cured in Place – 24mm	LF	150	\$	\$
29	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
30	72" Cured in Place – 27mm	LF	150	\$	\$
31	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
32	84" Cured in Place – 31.5mm	LF	150	\$	\$
33	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
34	96" Cured in Place – 37.5mm	LF	150	\$	\$
35	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
36	17"x13" Cured in Place Pipe – 7.5mm	LF	150	\$	\$
37	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
38	21"x15" Cured in Place Pipe - 9mm	LF	150	\$	\$
39	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
40	28"x20" Cured in Place Pipe - 9mm	LF	150	\$	\$
41	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
42	35"x24" Cured in Place Pipe - 10.5mm	LF	150	\$	\$
43	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$

Name of Bidder: _____

(This page to be returned)

SCHEDULE OF PRICES – STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT

No.	Item	Unit	Estimated Qty.	Unit Price	Extended Price
44	42"x29" Cured in Place Pipe - 12mm	LF	150	\$	\$
45	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
46	49"x33" Cured in Place Pipe - 16.5mm	LF	150	\$	\$
47	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
48	57"x38" Cured in Place Pipe - 18mm	LF	150	\$	\$
49	Thickness Variance +/- per 1.5mm/lf	LF	150	\$	\$
50	Disposal of Materials	CY	50	\$	\$
51	Mobilization	EA	1		\$
		TOTAL ANNUAL BID PRICE			\$

Name of Bidder: _____
(This page to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of 60 days after the scheduled time for opening the bids.

The undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within 14 calendar days after notification of award to the Purchasing Division **for those Work Orders with a value exceeding \$200,000**. The undersigned shall be responsible and bear all costs associated to record Performance and Payment Bond with the Charlotte County Clerk of Court Office. Receipt of said recording shall be furnished to the Purchasing Division.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List or is not participating in a boycott of Israel.

Enclosed is a cashier's check or bid bond in the amount of \$_____, which is not less than 5% of the total bid price, as guarantee that the undersigned will enter into a Contract for the work/material as required in this Bid Document. **Note: Failure to submit a 5% bid bond will be cause for rejection of bid.**

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "Charlotte County".

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

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: _____ (name of firm), it's officers and members shall, through the signing of this document by an authorized party or agent, indemnify and hold harmless Charlotte County, a political subdivision of the state of Florida, its officers, agents, employees, and volunteers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of _____ and persons employed or utilized by _____ in the performance of this contract _____ (name) agrees that the first ten dollars (\$10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

Type of Organization (Please Check One): Individual Ownership _____ Partnership _____ Joint Venture _____ Corporation _____

Name of Bidding Firm _____

Mailing Address _____

Location Address _____

City & State _____ **ZIP** _____

Telephone: _____ **E-mail:** _____

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: _____

Date: _____

(This form to be returned)

**HUMAN TRAFFICKING AFFIDAVIT
for Nongovernmental Entities Pursuant To FS. §787.06**

Charlotte County Contract #20250439

The undersigned on behalf of the entity listed below, (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.
2. I am an officer or representative of the Nongovernmental Entity and authorized to provide this affidavit on the Company's behalf.
3. Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

Signature

Printed Name

Title

Nongovernmental Entity

Date

Name of Bidder: _____

(This form to be returned)

BIDDERS SUBCONTRACTOR LIST STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT BID NO. 20250439
--

Will you be employing Subcontractors to perform parts of this project? ☐ YES ☐ NO

If “Yes”, identify each firm below with all requested information. Use additional forms if necessary. The Awarded Contractor shall not change or use subcontractors not identified on this form without prior written approval from Charlotte County. Any request for changes in subcontractors shall be made in writing and approved by the County.

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

Name of Bidder: _____

(This form to be returned)

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

COMPANY NAME:		
COMPANY ADDRESS:		
CONTACT PERSON:		
CONTACT NUMBERS:	OFFICE:	CELL:
CONTACT EMAIL:		
WORK TO BE PROVIDED:		

Name of Bidder: _____
 (This form to be returned)

DRUG FREE WORKPLACE FORM
STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT
BID NO. 20250439

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 _____

Name of Bidder: _____
(This form to be returned)

REFERENCES: STORMWATER COLLECTION SYSTEM REHABILITATION – ANNUAL CONTRACT

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: _____

Name of Bidder:_____

(This form to be returned)

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of an Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Date

Type or Print Name

Signature

Title

Name of Bidder: _____

(This form to be returned)



Charlotte County Community Development Department

18400 Murdock Circle, Port Charlotte, FL 33948-1074
Phone: 941.743.1201 Fax: 941.764.4907
Zoning: 941.743.1964 Toll Free from Englewood: 941.697.2919
Email: BuildingSvc@CharlotteFL.com
www.CharlotteCountyFL.gov

"To exceed expectations in the delivery of public services"

Official Use Only

Fee Schedule for Permits & Associated Services

Building, Right-of-Way, Zoning, Planning & Mapping

(Surcharges Amended & Effective on October 1, 2010 in accordance with Section 553.721 of the Florida Statutes)

Valuation Based Permits (note: a 3% Surcharge, \$4 minimum, is added to the fee; Plans Review Fees may also apply) The following permit types have their fee based on building valuation. Valuation comes from the most recent Building Valuation Data (BVD) normally published each February & August by the International Code Council (ICC) on the ICC website www.iccsafe.org. Only a signed and sealed contract may be substituted for valuation purposes in order to appeal the calculated fee and only if the contract includes all phases of construction including contractor overhead and profit.

- | | | | |
|---|---|--------------------------------|------|
| • One & Two Family, Commercial and Multifamily types less than \$50,000 in valuation: | = | | \$90 |
| • One & Two Family types more than or equal to \$50,000 in valuation: | = | Valuation x 0.004 = Permit Fee | |
| • Commercial & Multifamily types more than or equal to \$50,000 in valuation: | = | Valuation x 0.005 = Permit Fee | |

Flat Fee Based Permits (unless valuation is at or above \$50,000 (note: a \$4 Surcharge is added to the fee))

These permits MAY be eligible for a discounted fee of \$45 each plus the \$4 surcharge each if the following conditions are met: 1) The permits are for individual units in one condo building OR are consecutive houses on the same street, 2) The permits are all of the same type for the same work, 3) More than 10 (ten) permits are required, and 4) Inspections are called in in multiples of five or more.

Flat Fee for the following:			= \$90
Baby Barrier	Door	Irrigation System	Shed (Stick Built)
Barn	Electrical Power Pole	Kitchen Hood	Shed (DCA > 100 sq. ft.)
Boatlift	Electrical Service Change	LP Tank	Solar Photovoltaic
Cage	Fire Alarm	Parking Lot Milling	Spray Booth
Carport	Fire Sprinkler	Parking Lot Restripe	Sign
Communication Tower	Fire Suppression System	Parking Lot Resurface	Tent
Deck	Fuel Tank	Pool Heater	Water Heater
Demolition	Hood Suppression	Plumbing	Window Replacement
Dock	Hurricane Protection	Sewer Connection	

Special Flat Fee Based Permits (unless valuation is at or above \$50,000 (note: a \$4 Surcharge is added to the fee))

Flat Fee for the following:			= \$200
DCA Home	Mobile Home	Residential Interior Remodel	
Garage	Residential Addition	Swimming Pool	

Plans Review*/Inspections

Pre-Application (this fee is credited towards the permit fee when the permit is issued):

- | | | | |
|-----------------------------------|---|-------|--|
| • Single Family Residential Types | = | \$150 | |
| • Commercial/Multifamily Types | = | \$200 | |

Plans Review Rejection:

- | | | | |
|-------------------------------------|---|-------|--|
| • 1 st Rejection | = | \$0 | |
| • 2 nd Rejection | = | \$75 | |
| • 3 rd Rejection | = | \$150 | |
| • 4 th or more Rejection | = | \$225 | |

Plans Amendment/Change:

- | | | | |
|---------------|---|------|--|
| • Residential | = | \$50 | |
| • Commercial | = | \$75 | |

Re-Stamp of Plans: = \$50

Re-Inspections:

- | | | | |
|-----------------------------------|---|-------|--|
| • 1 st Re-Inspection | = | \$50 | |
| • 2 nd Re-Inspection | = | \$100 | |
| • 3 rd + Re-Inspection | = | \$150 | |
| • Partial Inspection | = | \$50 | |

**(non-refundable)*

Miscellaneous

Expired Permit Renewal – 2 or more renewals require a letter of hardship addressed to the Building Official

Renewal Type	Initial permit cost (building)	Renewal cost
Flat Fee Trade permits	\$90	\$90 per renewal
All other permits – 1 st Renewal	Various	\$200 or 25% of the initial building fee whichever is greater
All other permits – 2 nd Renewal	Various	\$200 or 50% of the initial building fee whichever is greater
All other permits – 3 rd Renewal	Various	\$200 or 75% of the initial building fee whichever is greater
All other permits – 4 th Renewal	Various	\$200 or 100% of the initial building fee whichever is greater

Moving Permit (both in & out of county) = \$90

Permit Extension Request (1 st 90 days – in writing & made prior to permit expiration)	=	\$63
Permit Extension Request (2 nd 90 days – in writing & made prior to permit expiration)	=	\$100
Stop Work Order (i.e. to have the SWO lifted)	=	\$50
Temporary Certificate Of Occupancy – Must be requested in writing to the Building Official		

Time Period	1st 30 Days	2nd 30 Days	3rd 30 Days	Additional 30 day periods
Residential	\$ 100.00	\$ 200.00	\$ 300.00	\$ 600.00
Commercial	\$ 200.00	\$ 400.00	\$ 500.00	\$ 900.00

Right of Way & Stormwater Division

(Note: Right of Way Permits expire after one (1) year unless a renewal fee of \$29 is paid.)

Right of Way Permit or Service:

Line & Grade	\$310
Pool	\$90
Right of Way Plans Review or Permit	\$90
Right of Way Utility Permit	\$140
Re-Inspection	\$90

Stormwater

10 acres or less	\$580
More than 10 acres	\$580 + \$21 per acre over 10 acres

Zoning Division

Permits & Plans Review

Seawalls, Boat Lifts and Docks	\$95
Fence (Residential or Commercial)	\$30
Residential and Commercial Miscellaneous	\$22
Signs (including additional and temporary signs)	\$22

Temporary Event/Use Permits/Reviews

Type 1 (small)	N/A
Type 2 (medium)	\$300
Type 3 (large)	\$1,000

Plans Change

Commercial	\$22
Residential	\$22

Environmental Reviews

Commercial or Multifamily Landscape/Tree Permit	\$80
Commercial or Multifamily Landscape/Tree Permit (RESUBMITTAL)	\$50
Single Family or Duplex Landscape/Tree Permit	\$70
Single Family or Duplex Landscape/Tree Permit (RESUBMITTAL)	\$50
Environmental Inspections & Mulching Permit	\$55

Density Transfers

Certification of a Sending Zone	\$655
Transfer of Density Units W/Certificate	\$45
Transfer of Density Units	
W/Certification of Sending Zone	\$700
Transfer of Density Units W/LATF	\$130
Appeal of TDU ordinance	\$1,485

Plans Review/Inspection/Re-Inspection

New Commercial Review	\$65
Commercial Re-Submittal	\$50
Single Family-Residential Review	\$50
Single Family Re-Submittal	\$50
Zoning Re-Inspection	\$50

Miscellaneous

Zoning Verification Letter	\$35
Permit/Code Case/Lien Research Request	\$35
Minor Home Occupation	\$50

Current and Comprehensive Planning

Appeal (of a decision by the Zoning Official)	\$235
Special Exception or Variance (See Zoning Code for list)	\$880
Variance - Administrative (See Zoning Code for list)	\$175
BZA Administration	\$180
P&Z or BCC Continuance	\$220
Small Scale Plan Amendment	\$2,490
Large Scale Plan Amendment	\$2,640
Small Scale Plan Amendment & Rezoning (no PD)	\$2,490
Rezoning (no Planned Development)	\$2,490
Rezoning for Planned Development	\$4,540
Major Modification of Planned Development	\$2,590
Community Development Districts	\$15,000
DRI Master Development Order	\$22,000
DRI Substantial Deviation	\$22,000
DRI Amendment (Notice of Proposed Change)	\$3,350
DRI Bi-Annual Report Administrative Fee	\$250

Note: Excessive recording or advertising costs will be paid by the applicant.

Land Information & Mapping Division

Street Name Changes – Public	\$460	Data disc (CD/DVD)	\$35
Street Name Changes – Private	\$405	Aerial prints (black & white)	\$10
Address Verification Letter	\$15	Aerial prints (color)	\$31.05
Address Number Change	\$15	Aerial images on disc (All-county)	\$35
Address Permit Review (Per Unit)	\$15	Mailing – tube	\$3
Property Owner Notification (Per 25 Letters)	\$15	Mailing – postage as dictated by USPS (\$4.80 minimum)	varies
Hourly specialized map rate	\$41.20/hour	Data on supplied Flash Drive	N/C

Impact Fees (please see the fee schedule online at www.charlottecountyfl.com/GrowthManagement/ImpactFees.asp)

**CHARLOTTE COUNTY
PUBLIC WORKS DEPARTMENT
CHARLOTTE COUNTY, FLORIDA**

POLICY

Subject: Maintenance of Traffic (MOT) Policy	Effective Date: August 5, 2019	From: Joanne Vernon, County Engineer
Applies to: All Employees of the Charlotte County Board of County Commissioners	Last Amended: March 2025	Page: 1 of 6 pages

The purpose of this policy is to provide instructions to assure that all work being performed in the County's rights-of-way are performed under both The Manual of Uniform Traffic Control Devices (MUTCD) and The Florida Department of Transportation (FDOT) Roadway & Traffic Design Standards thus, assuring a safe environment for both the worker(s) and driver(s) on all County roads. Short term projects that last only a few hours will not be held to the same planning outlined in this policy however they shall still be subject to MUTCD and FDOT standards. The entire MOT Policy must be followed even if it is more stringent than the MUTCD and FDOT standards.

This policy shall apply to all work in the rights-of-way including that performed by contractors working for the County, contractors working for developers, utility companies (including work being performed by their personnel or contractors/sub-contractors) and all County work forces within each department of each division. Both internal requirements (departmental) as well as external requirements (contractors) are governed by this policy. A copy of this policy shall be attached to all permits for contractor compliance. All instruction references to the MUTCD Part VI and Index 600 of the Florida Department of Transportation Design Standards, shall apply to the latest edition.

The contractor shall at all times take every available precaution to safeguard the public as well as the construction workers. The contractor's personnel shall comply with the Maintenance of Traffic requirements, comply with reasonable requests from County employees, and act courteously with the public.

1. All personnel working within the County's rights-of-way shall at **ALL** times, wear FDOT approved safety vests, including those who may be periodically on-site and out of their vehicles, i.e., supervisors, foreman, testing personnel, etc.
No personnel in the County's rights-of ways shall wear headphones or earbuds.
2. Each contractor shall submit a Maintenance of Traffic Plan for any construction project involving work or activity that may affect traffic on any County street, roadway, bike path, or sidewalk, and obtain approval prior to

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PUBLIC WORKS DEPARTMENT
CHARLOTTE COUNTY, FLORIDA**

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Applies to: All Employees of the Charlotte County Board of County Commissioners	Last Amended: March 2025	Page: 2 of 6 pages

the start of the project. The MOT plan submitted will only be good for 60 days from the date approved. If work does not commence prior to the 60 day timeframe, a new MOT plan must be submitted and approved prior to any construction beginning.

3. The MOT Plan shall consist of one or more engineering drawing(s) signed and dated by a person certified by the International Municipal Signal Association (IMSA), Florida Intermediate or American Traffic Safety Services Association (ATSSA), in work zone traffic safety, qualified and knowledgeable in the field of traffic engineering, detailing traffic control for any road construction, detours, or road closures. If any changes to the MOT occur during any phase of the project, a revised MOT Plan shall be immediately submitted and approved reflecting all changes.
4. For all work within the County rights-of-way, where construction operations will alter traffic activities, the contractor will designate a qualified individual who will be responsible to implement, inspect, and/or supervise the placement, maintenance, and removal of traffic control devices in the work zone. The person responsible, possessing current valid and verifiable wallet cards from the above approved courses, shall be the only person approved to work on the maintenance of traffic and shall remain on site during any time of activity. This person must also be fluent in the English language.
5. Traffic control devices shall be maintained in the work zones at all times. Traffic control devices shall be installed and maintained to meet federal and state standards set forth in the most current MUTCD, FDOT Design Standards and in accordance with Charlotte County Maintenance of Traffic Policy Specifications. Maintaining traffic control devices shall consider proper position, cleanliness, legibility, and daytime and nighttime visibility and reflectivity. To assure adequate maintenance the work zone shall be inspected daily. Damaged or deteriorated traffic control devices shall be replaced.
6. All equipment and hazards left in the rights-of-way during hours of darkness are to be barricaded off. All signs and barricades requiring lights shall have Type A flashing lights in good working order. Any further traffic control

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devices deemed necessary during the project are to be provided by the contractor at the contractor's expense.

7. Type B High Intensity Flashing Warning Lights shall be mounted on the first and second advanced post mounted warning signs on all approaches to any work zone.
8. All road, bridge, or sidewalk closure barricades will have Type A flashing lights in working order.
9. Areas around schools that are in session must have sidewalks that are opened at minimum of one hour before to at one half hour after school starting in the morning and one half hour before to one hour after school is let out in the afternoon, unless written permission is granted by the School Board to close the sidewalk.
10. Work will not be permitted in the school zone from one hour before to one half hour after school starting in the morning and at one half hour before to one hour after school is let out in the afternoon, unless written permission is granted by the School Board.
11. No construction equipment shall travel on or cross a public roadway without a yellow flashing beacon and accompanied by flagging personnel to safely guide the equipment until it is safely off the roadway out of the clear zone.
12. Every attempt shall be made to avoid road closures. Where it is not possible to completely avoid road closures, the following procedures shall be followed:
 - a. Road closures shall be limited, if possible, to single lane closures with traffic controlled by flagmen. Flagging operations and flagmen shall comply with MUTCD requirements and flagmen shall be certified in a flagging operation. Flagging is not to begin until the proper signage is in place. When flagging is not being performed, the signs must be covered up, turned away from traffic or removed from the job site.

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PUBLIC WORKS DEPARTMENT
CHARLOTTE COUNTY, FLORIDA**

POLICY

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- b. If the work cannot be performed without closing all traffic lanes, but the closures can be limited to intervals no longer than five-minute duration's (e.g., to accommodate necessary equipment operations) flagmen shall be used to control traffic as necessary. All equipment crossing the roadway is to be escorted by flaggers.
- c. If the work cannot be performed without closing all traffic lanes for periods longer than five (5) minutes at a time, provisions shall be made to maintain access to all developed properties. Access shall be properly signed and/or marked detours or other approved methods.
- d. A detailed Maintenance of Traffic Plan shall be prepared by the contractor or other responsible entity for all situations where any lane closures are proposed. The detailed MOT Plans shall show the limits of the road closure, detour routes and/or other means of maintaining access, temporary signing and marking that will be used, and any other information deemed necessary by the County Engineer. The MOT Plan for road closures shall be submitted to the Engineering Department at least two weeks prior to each road closure. **No road closures, other than emergencies, are authorized without the prior approval of the County Engineer. No road closures will begin on a County Holiday or weekend.**
- e. If the road closure is authorized by the County Engineer, the following organizations shall be notified seven days prior to the closure and again 24 hours prior to the closure. If the closure will extend for more than one (1) day, notifications shall be made each day to inform these organizations of the road closure that will be in effect the following day:

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- **Charlotte County Public Works**
 - Public Relations Manager- Chad.Ray@charlottecountyfl.gov
 - Phone (941) 575-3643
- **Emergency services** Sheriff Fire/EMS Headquarters
 (941) 639 -2101 (941) 833-5600
- **Charlotte County School Board:**
 Transportation Division (941) 575-5432

- **The Media:** Newspaper/Radio Stations (Notify those applicable)

<u>Charlotte Sun Herald</u>	(941) 206-1000
<u>Charlotte Herald Tribune Newspaper</u>	(941) 473-5475
<u>Englewood Sun Herald Tribune Newspaper</u>	(941) 681-3000
<u>Sarasota Herald Tribune Newspaper</u>	(941) 953-7755
<u>Venice Gondolier Newspaper</u>	(941) 207-1000
<u>I Heart Media – Port Charlotte, Punta Gorda</u>	(941) 206-1188
<u>KIX Country 92.9 WIKX Radio Station–Punta Gorda</u>	(941) 206-1188
<u>98.9 my FM– Port Charlotte, Punta Gorda</u>	(941) 206-1188
<u>Seaview 104.9 Radio Station – Punta Gorda</u>	(941) 206-1188

- All property owners, residents and tenants of the affected properties (continuing notification not required).
- f. If immediate road closure is necessary to safeguard life and/or public safety or private property, prior approval shall **NOT** be required. However, the notifications required under e. above shall be made as soon as practicable provided that the notification effort does not compromise the efforts to safeguard life and/or property.

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13. All initial MOT Plans (not involving road closures) and proposed changes shall be submitted to the County Transportation Engineer, or designee, for approval, at least two weeks prior to the start of work.
14. Failure to comply with the stipulations set forth in this policy will result in immediate suspension of work, and/or revoking of the permit until such time as the affected party comes into compliance.

Original: 9/15/1995
Revisions: 3/01/1997
9/29/2003
7/10/2006
3/20/2012
3/24/2014
11/10/2015
8/31/2016
7/26/2017
9/24/2018
8/5/2019
3/25/2025

**CHARLOTTE COUNTY
REQUEST FOR ROAD OR LANE CLOSURE**

APPLICANT NAME: _____

ADDRESS: _____

CONTACT NAME: _____ PHONE: _____

PROJECT NAME: _____

LOCATION (BE SPECIFIC): _____

DATE(S) OF CLOSURE: _____

TIME(S) OF CLOSURE: _____

REASON FOR CLOSURE: _____

**PLEASE RETURN COMPLETED FORM AND MAINTENANCE OF TRAFFIC PLAN
AT LEAST FOURTEEN (14) WORKING DAYS IN ADVANCE OF CLOSURE TO:**

Public Relations Manager: Chad.Ray@CharlotteCountyFL.gov
and

Traffic Signs and Marking Superintendent: Robert.Campbell@CharlotteCountyFL.gov

PUBLIC WORKS

7000 Florida Street, Punta Gorda, FL 33950-5714

Phone: 941.575.3600 Fax: 941.637.9265