



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. 2018000284
FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT

It is the intent of Charlotte County to secure the services of a licensed Contractor to furnish all materials, labor, equipment and all other appurtenances required to successfully complete the construction of a force main replacement project along Forrest Nelson Boulevard. The total length of the project is approximately 3,000 lineal feet. Estimated budget \$625,000.

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

PRE-BID CONFERENCE: 11:00 a.m., APRIL 3, 2018
PURCHASING DIVISION CONFERENCE ROOM

BID OPENING: 2:00 p.m., APRIL 18, 2018
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 182842. Any questions can be answered by contacting Rhiannon Mills, Contract Specialist at 941.743.1374 or email: rhiannon.mills@CharlotteCountyFl.gov.

Suncoast Media Group
Sun Newspapers
Date: March 26, 2018

Notice of Availability
<https://purchasingbids.charlottecountyfl.gov>
Posted: March 20, 2018



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

Phone 941.743.1378
Fax 941.743.1384

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 #2018000284, FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT**, 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 rhiannon.mills@CharlotteCountyFl.gov or faxed in to the Purchasing Division at 941.743.1384.

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BID NO. 2018000284

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**INSTRUCTIONS TO BIDDERS
FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT
BID NO. 2018000284**

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 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 per cent (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 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 182844. No information regarding the submittal will be divulged over the telephone.

IB-06 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-07 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-08 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-09 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-10 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-11 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-12 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-13 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-14 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-15 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-16 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-17 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-18 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-19 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-20 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-21 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-22 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.

IB-23 TAXES: Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-24 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-25 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-26 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 ten percent (10%) retainage. In accordance with Section 218.735, Florida Statutes and for those construction contracts in excess of \$200,000, the County, after fifty percent (50%) of

the contracted construction work is completed, shall reduce the amount of the retainage withheld to five percent (5%) on all subsequent monthly estimates. Also, after such time the Contractor may request and submit as part of his monthly estimate a release of up to one-half of the retainage being withheld by the County, 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-27 UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

IB-28 CLAIMING STATUS AS A LOCAL BUSINESS: If bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

A. Local Business Definition: Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. Competitive bid (local price match option): Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

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

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 CONTRACTS PUBLIC RECORDS: Pursuant to Section 119.0701 of the Florida Statutes, Contractors performing government functions on behalf of the County must: a) keep and maintain public records associated with the contracted project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at not cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.

**GENERAL PROVISIONS
FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT
BID NO. 2017000267**

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 **FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT**.

2. The Contract Documents consist of 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 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. Written notice shall be deemed to have been duly served three (3) calendar days after date of postmark, and upon receipt, if delivered to the individual or member of the firm or an officer of the corporation for whom it is intended.

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" of the Contractor and Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the 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 abide with the County's current Maintenance of Traffic Policy, a copy of which is attached.

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.

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

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, which ever comes first, other than:

1. Saturday
2. Sunday
3. Any day designated as a holiday by the County

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.

Request for planned overtime by the Contractor must be submitted in writing to the County 24 hours in advance, and may not proceed without the County's approval.

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.

Submission of Working Schedule/Order of Completion - At the pre-construction conference, the successful bidder shall have on hand, a working schedule for the Project, showing in detail the order in which the Contractor proposes to perform the work. He shall indicate the dates on which various major items of work will start and the estimated completion dates of the major items. The schedule shall also show the Contractor's proposed operations for the various items of work that would affect or be affected by utility adjustments.

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 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
5. F.D.O.T. Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, English Units, per the Edition(s) noted in the Special Provisions
6. F.D.O.T. Standard Specifications, for Road and Bridge Construction, per the Edition(s) noted in the Special Provisions, with all revisions.

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. The County has the authority as follows:

1. To stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract
2. To reject all work which does not conform to the Contract
3. To resolve questions which arise in the execution of the work
4. To stop the work whenever materials or shop drawings have not been approved prior to placement.
5. To stop the work whenever such stoppage may be necessary to insure safety.

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 may at any time suspend work by giving ten (10) days notice to the Contractor in writing. The County shall reimburse the Contractor for expenses incurred by the Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the County does not give written notice to the Contractor to resume work within thirty (30) days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.

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.

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. Contractor's Understanding - It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed prior to and during prosecution of the work, the general and local conditions, and other matters which can in affect the work under the Contract. 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.

L. Permits and Regulations - Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. (A list of permit fees is attached.) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he shall bear all costs arising therefrom.

M. 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 by 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.

N. 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; and no claim for an addition to the Contract sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:

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

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 (c), 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.

O. 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.

P. Delays and Extension of Time - If the Contractor should be delayed at any time in the progress of the work by any act of neglect of the County or of his employees, or by any other Contractor employed by the County, or by changes ordered in the work, or by such causes beyond the Contractor's control, or by delay authorized by the County, or by any cause which the County shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the County may decide. However, no time delay shall be allowed if judged by the County to be caused by the Contractor's negligence. No such extension shall be made for delay occurring more than seven (7) calendar days before claim therefore is made in writing to the County. In the case of a continuing cause of delay only one (1) claim is necessary. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

Q. 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 work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the County shall be equitable.

R. 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.

S. 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 promptly remove any part or all of his 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.

T. 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.

U. Payments Withheld - The County may withhold payment to the Contractor from loss on account of:

1. Defective work not remedied.
Reference: F.D.O.T. Section 9-5.3. (Depends on FDOT version)
2. Claims filed or evidence indicating probable filing of claims.
Reference: F.D.O.T. Section 5-12.
3. Failure of the Contractor to make payment properly to Subcontractors or for material/labor.
Reference: F.D.O.T. Section 9-5.6 and 9-8.
4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
5. Damage to another Contractor.

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

V. Damages - Any claim for damage arising under the Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work.

W. 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.

X. 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.

Y. 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.

Z. 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 insure 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.

AA. 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. The contractor shall verify locations of survey control and reference points prior to starting work, and promptly notify the County of any discrepancies discovered. All survey work shall be accomplished in accordance with Minimum Technical Standards for Land Surveyors Rule 61G17 F.A.C. pursuant to Florida Statutes 472.027 and special instructions.

BB. 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.

CC. 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.

DD. Guarantee - The Contractor shall warrant all equipment furnished and work performed by him for a period of one (1) year from the date of substantial completion 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 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.

EE. Utilities -

1. Responsibility Regarding Existing Utilities and Structures: The Contractor shall be responsible for getting utility locates, sequencing his work to minimize conflicts with the utilities and making necessary field adjustments to accommodate the 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.

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)

FF. 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.

GG. 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.

HH. Measurement of Quantities - 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.

II. 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.

JJ. 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.

KK. 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.

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

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

NN. 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, made available only at the Contractor's request, may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

If the Contractor desires 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 due to conditions encountered.

OO. Existing Structures - Drawings of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site that have been utilized by the Consultant and/or the 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.

PP. Report of Differing Conditions - If the Contractor believes that any technical data on which he relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the Contract documents, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify the County in writing about the inaccuracy or difference. Any work done after such discovery will be done at the Contractor's risk.

The County will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the Contractor of its findings and conclusions.

QQ. Not Shown or Indicated - If an underground facility is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (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 to determine the extent to which the Documents should be modified to reflect and substantiate the consequences of the existence of the underground facility. With County approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such underground facility. The Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable.

**SPECIAL PROVISIONS
FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT
BID NO. 2018000284**

SP-01 SCOPE OF WORK: It is the intent of Charlotte County to secure the services of a licensed Contractor to furnish all materials, labor, equipment and all other appurtenances required to successfully complete the construction of a force main replacement project as described in the Contract Documents.

The work consists of but is not limited to the removal of an existing 6" asbestos-cement wastewater force main and replacement with an 8" force main along Forrest Nelson Boulevard. The total length of the project is approximately 3,000 lineal feet.

SP-02 EXAMINATION OF SITE & CONTRACT DOCUMENTS: Contractor shall be responsible for doing site investigation as deemed necessary to determine the existing conditions.

Contract Documents - The bidding Contractor is instructed to carefully examine the bid package, Request for Bids, Instruction to Bidders, General Provisions, Charlotte County Utilities Department (CCUD) Approved Products List dated January 1, 2018, CCUD Design Compliance Standards dated November 1, 2011, Contract Drawings, Special Provisions, Insurance Requirements, Permit Fees, Maintenance of Traffic Policy (M.O.T.), Safety and Health Requirements, F.D.O.T. Standard Specifications for Road and Bridge Construction 2008 Edition referred to as Specifications, F.D.O.T. Roadway and Traffic Design Standards 2008 Edition referred to as Standard Index, Manual on Uniform Traffic Control Devices latest Edition referred to as M.U.T.C.D., FDOT Basis of Estimates Manual 2008 Edition, Charlotte County Lighting District Specifications dated October 2014 and all other related bid documents, including all modifications thereof, incorporated in the bid package. These documents shall be defined as the Contract Documents.

Charlotte County Lighting District Specifications dated October 2014, are available on the Charlotte County Web Site:

<http://www.charlottecountyfl.com/publicworks/Engineering/transportation/lighting.asp>

All work is governed by the Contract Documents in conjunction with OSHA and all applicable Federal, State, County Governing Departments and Agencies, including, but not limited to, AWWA Standards and Florida Department of Environment Protection.

SP-03 COMPLIANCE: Charlotte County Utilities Department (CCUD) has adopted an Approved Products List (APL). The APL approved on January 1, 2018, or the latest version, supersedes any Approved Products listed in the Design Compliance Standards, dated November 1, 2011. The requirements of the Charlotte County Utilities Department Approved Products List dated October 31, 2016 and CCUD Compliance Standards dated November 1, 2011, shall govern all utility and related work. Where a conflict exists in the requirements of a reference material and installation standard, the requirements of Utilities shall prevail. Where the requirements of a state or local agency having jurisdiction are more stringent, those requirements shall prevail. Charlotte County Utilities Department Approved Products List dated January 1, 2018, and Design Compliance Standards, dated November 1, 2011, are available on the Charlotte County Web Site:

<https://www.charlottecountyfl.gov/dept/utilities/Pages/Utilities-Engineering-Services.aspx>

SP-04 ORDER OF PRECEDENCE AS OUTLINED IN GP-03.C: GP-03. C.3. shall be expounded to also state the most stringent of the Contract Documents shall govern when comparing or conflicting information within the Technical Specifications, Special Provisions, Supplemental Technical Specifications.

SP-05 CONSTRUCTION SCHEDULE: The Contractor shall provide a construction schedule/order of completion based on the construction time specified in the Contract Documents at the pre-construction meeting. The schedule shall indicate in detail the order in which Contractor proposes to perform the work.

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 be responsible to see that the completed work complies fully with the Contract Documents and all regulatory and local permit conditions.

SP-06 SUBCONTRACTING, ASSIGNMENT AND SUBLETTING: The Contractor shall not subcontract, sublet or otherwise assign more than forty-nine percent (49%) of the Contract value. No subcontracting is permitted without the expressed written approval of the County.

SP-07 REFERENCES: The 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.

SP-08 PRE-CONSTRUCTION CONFERENCE: Prior to commencing work, a Pre-Construction conference will be held, at which time a mutually agreeable first day of work will be determined. The FDOT Specifications Sections 8.1 and 8.2 shall apply. The following documents (if applicable) shall be submitted at this meeting:

- A Contractor Employee Telephone List specifying the name, address, phone number of all personnel who will be working within the Work Zone including subcontractors or suppliers. The Contractor Employee Telephone List will be revised and updated as necessary. The Contractor shall remove crew members not on the list when so directed by the County Inspector. At any time, the County Inspector can require a valid Florida Driver's license or picture identification acceptable to the County from any Contractor crew member. A telephone list specifying the name, address, phone number of all subcontractors or suppliers to be used on this project.
- The list shall also include a description and percentage of the work each sub-contractor will perform, not to exceed a total of 49%. If the Contractor proposes to subcontract the survey work, the Contractor shall include the name and registration number of the surveyor. The telephone list shall also include emergency telephone numbers. The Contractor shall include a 24-hour emergency contact telephone number for the County's use, which the Contractor shall update as necessary, throughout the project. The Contractor shall request in writing, changes in sub-contractors or suppliers. No change in sub-contractors or suppliers shall be made without written consent from the County.
- The source of all materials to be used for the project. The Contractor shall not change these sources without written consent from the County.
- The Contractor shall submit for County approval a proposal of haul routes the Contractor intends to use. The Contractor shall not use bridges that are posted with weight restrictions, which may be exceeded in weight by equipment and materials.
- The Contractor shall submit to the County a list of equipment the Contractor proposes to utilize on this project.
- A Maintenance of Traffic plan in accordance with the most current Charlotte County Policy.
- An erosion control plan.
- Concrete Mix Designs.
- Asphalt Mix Designs.
- Plans of any staging areas that the Contractor proposes to use, showing the means of access thereto.
- The Contractor shall submit for County approval a paper copy and electronic copy of a Schedule of Values, a Construction Schedule prepared using Microsoft Project® or other County approved software, and a Schedule of Progress Payments.

NOTE: The County will prepare and provide a spreadsheet for the Contractor to use in submitting all monthly progress payment requests.

- Dewater/Diversion plan.
- Health and Safety plan.
- Turbidity Monitoring plan.
- The Contractor shall submit to the County striping details for each roadway requiring striping.
- A job mix formula for Type ABC-3, S-I and S-III Asphalt Concrete, indicating the type designation of materials and their source. Formulas shall provide for a minimum Marshall Stability of 1,500 for ABC-3 and 1,800 for type S-I and S-III.
- The Contractor shall also submit materials that will be used in the adjustment of elevation of the utilities such as manholes and water valves, which will be used by the Contractor for this Contract.
- Sequence of the utility construction and planned system shut downs.

NO WORK SHALL START UNTIL ALL SUBMITTALS HAVE BEEN ACCEPTED BY THE COUNTY. Once approved, no change will be allowed without the written approval of the County.

The Contractor shall also provide, on a monthly basis, an update to the Construction Schedule reflecting changes made as a result of weather, breakdowns, and unanticipated delays. The proposed production schedule shall be submitted a minimum of one (1) week prior to submitting the monthly invoices, as required under Special Provisions Section "MEASUREMENT AND PAYMENT", for approval by the County.

SP-9 PROGRESS MEETINGS: The Contractor shall designate a representative to attend periodic Progress Meetings held at a mutually agreed upon location. Representatives from the various utilities involved will also be invited. The Contractor shall submit at each meeting revised schedule information, projected schedule for the next time period until the next Progress Meeting, written claims for additional compensation, claims for rain days to extend the Contract, results of all testing and Value Engineering Proposals. The Contractor agrees that any claims not submitted within 30 days of the event causing the claim, shall not be considered timely and therefore not a valid claim. The County will use the updated schedule information to monitor the Contractor's production rate. Upon written notice from the County, the Contractor shall dedicate additional resources to increase the productivity rate such that the Contractor will be back on schedule. Failure to comply with the approved Construction Schedule shall result in the Contractor being considered in default and subject to suspension of this Contract.

SP-10 DEFINITIONS: Wherever in the Contract Documents, the following terms and abbreviations appear their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

1. Special Provisions: specific clauses adding to or revising the General Provisions, Technical Specifications and Engineering Drawings, setting forth conditions varying from or additional to General Provisions, for a specific project.
2. PW: Charlotte County Public Works.
3. CCUD: Charlotte County Utilities Department.
4. As-Builts: Revised set of drawings submitted by a contractor upon partial or total completion of a project or a particular job. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract. As-Builts must be signed and certified by a professional surveyor/mapper registered in Florida.
5. Completed and Accepted: The County shall be the sole judge of when the work associated with a Pay Item is completed and accepted. When all activities described in the Contract Documents for a Pay Item are satisfactorily completed, the County will judge if the work is completed and accepted.
6. Contract Close-out Documents: Consist of but are not limited to all pressure and bacteriological test results, directional bore profiles, compaction tests, and release of liens documentation.
7. County Inspector: An authorized representative of the County, assigned to make any or all necessary inspection of the work performed and materials furnished by the Contractor.
8. Engineer: Throughout the Contract Documents the Engineer has the same meaning as the County.
9. Engineer of Record: The Professional Engineer or Engineering Firm registered in the State of Florida who develops criteria and concept for the project, performs the analysis and is responsible for the preparation of the Contract Plans and Specifications.
10. Flagger: Any person who has successfully completed the FDOT Basic Training Course for Work Zone Traffic Control and Maintenance of Traffic.
11. Greywater: as defined by Section 381.0065(2) (e), F.S. (means that part of domestic sewage that is not blackwater, including waste from the bath, lavatory, laundry, and sink, except kitchen sink waste.), "Blackwater" means that part of domestic sewage carried off by toilets, urinals, and kitchen drains.
12. Holidays: Days designated by Charlotte County.
13. Owner: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed. The Owner for this project is Charlotte County.

14. Substantial Completion: Notice of Substantial Completion shall be issued upon the completion of all Contracted work including but not limited to resurfacing, sodding, shoulder work, swale grading, pavement striping and marking, County acceptable as-built drawing submission and cleanup. The County shall determine the date for the Notice of Substantial Completion.

15. Suspension of Work: All work shall be suspended whenever the Board of County Commissioners suspends normal working hours for Charlotte County employees, for occurrences such as natural emergencies (hurricanes). The Contractor will not be entitled to any additional compensation for such suspension of work.

16. Consultant: The Professional Engineer or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for Charlotte County, other than Charlotte County's personnel. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

17. Traffic Technician: Any person holding a Florida Department of Transportation Intermediate Level Certificate in Work Zone Traffic Control and Maintenance of Traffic.

18. Typical Pavement Plans - The drawings, or reproductions thereof, prepared by the County, which show locations, character, dimensions and details of the work to be done

19. Work Zone: An area established by the County where all of the Contractor's work shall take place. The limits of the Work Zone shall be specified by the County. The Contractor shall communicate his intentions to the County Inspector daily as to his (Contractor) arrival and whenever he has personnel within the Work Zone.

20. Working Day: A working day shall be considered to be a maximum of ten (10) hours duration, starting no later than 8:00 am, Monday through Friday. The County Inspector shall be the sole judge when the Contractor has completed his work day.

NOTE: The Contractor shall comply with the County Ordinance regarding working hours.

SP-11 CONTRACT TIME/LIQUIDATED DAMAGES: The work shall be completed within the Contract Time stated within the contract documents. The Contract Time of **60 calendar days** shall commence from the date specified in the Notice to Proceed. The Contract Time shall include the preparation, manufacture and delivery of components and materials, construction, assembly, adjustment, submittal of as-built/record drawings, total restoration and all associated equipment and facilities necessary for its reliable operation. All Contract Work shall be completed and fully operational in accordance with the Contract Documents.

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

The County and the Contractor hereby agree that time is of the essence on this Contract and the County will suffer damages if the work is not substantially completed within the Contract Time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the County and the Contractor that the determination of the exact value of the damages the County would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore hereby agreed by the County and the Contractor that it is in their mutual interest to establish a figure of **\$1,532** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the County for each calendar day that Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the County and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by County as the result of a delay in the Substantial Completion of the work.

SP-12 VALUE ENGINEERING PROPOSAL: The Awarded Contractor may offer Value Engineering Proposals (VEP) for completing work using different means and methods than specified in this contract. The County will review and provide written comments to each VEP provided by the Contractor. Value Engineering Proposals accepted by the County will be implemented with the Contractor receiving a 50% share of any cost savings. The Contractor shall not be compensated for the preparation of a VEP.

SP-13 CONTINUOUS PROSECUTION OF WORK: The Contractor shall continuously prosecute the work during normal hours to its completion. The Contractor shall not interrupt work unless the County provides written authorization to suspend

the work. Failure to comply with this provision and/or the Contract Documents shall result in the Contractor being considered in default and subject to suspension of this Contract. Correction of safety concerns will be given priority and shall be corrected immediately.

SP-14 COOPERATION WITH UTILITIES: The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations, shall be borne by the Contractor. Protection of utilities shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service.

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

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

The contract documents require the Contractor to cooperate with utilities. The Contractor shall contact each affected utility, and each utility will be responsible for the necessary relocations, except for utilities that are called for to be relocated under this contract. The Contractor shall be responsible for notifying the utilities, sequencing his work to minimize conflicts with the utilities and making necessary field adjustments to accommodate the utilities.

SP-15 SAFETY AND ACCESS: The Contractor shall at all times take every available precaution to safeguard the Public and the Work Force. The Contractor shall restrict his/her employees to the Work Zone established by the County. The Contractor shall keep all his/her activities and employees within the Work Zone.

SP-16 PRIVATE PROPERTY: The Contractor shall not construct on or occupy private land outside of any easements or rights of way unless the property owner has signed a written authorization. It shall be the Contractor's responsibility to provide these agreements, and a copy of any such agreements shall be submitted to the County prior to construction.

The Contractor shall designate the areas outside of the right-of-ways or easements by either police tape or silt fence and shall maintain same throughout the contract construction period. Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, that each owner is satisfied with the final restoration to that property.

SP-17 HOMEOWNER/BUSINESS OWNER NOTIFICATION: The Contractor shall inform all residents and/or homeowners and business owners seven (7) calendar days and again at 48 hours prior to the commencement of work in the form of written notification in the area where construction will take place to the nearest cross street or in the area where the existing water and/or sewer services may be affected due to isolation of the utilities in the construction area. At both notifications, a Homeowner/Business owner Notification form maybe hung on doorknobs if the homeowner/business owner does not respond to knocking or a doorbell. These notifications shall inform the residents of the time frame of construction and the name and phone number of the Contractor's designated 24 hours seven (7) days a week contact. If the homeowner's/business owner's driveway is affected due to construction, the Contractor's notification shall inform the homeowner or business owner of the temporary driveway replacement sequence and the timeframe for final/permanent driveway restoration. The Contractor shall make the Construction Coordinator and Inspector aware of the homeowner/business owner notification process. The construction limits at each work zone area shall be agreed to by Contractor and County prior to any work progressing. Any damage outside this agreed to work zone shall be the responsibility of the Contractor at no cost to the County.

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

SP-18 DAMAGES: The Contractor shall take all necessary precautions for the safety of, and will provide the necessary protection as deemed necessary by the Engineer to prevent damage, injury or loss to the traveling public, employees on the job and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.

The Contractor shall be responsible for the protections of adjoining property which may include, but not be limited to mailboxes, sprinkler systems, conduits, landscaping ornaments, trees, shrubs, lawns, walks, pavements, driveways,

sidewalks, roadways, structures and utilities, not designated for removal, relocation or replacement in the course of construction. Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the County.

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

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

SP-19 SUBMITTALS, MATERIALS, SERVICES AND FACILITIES: All materials, products, or devices incorporated in this project shall be new and unused, unless indicated otherwise in the Contract Documents, and shall be manufactured by reliable manufacturers which are, unless otherwise specified, regularly engaged in the manufacture of such material or devices. Only materials deemed acceptable by the County can be used for the construction of the project. All materials shall be compliant in all aspects/regards with the Charlotte County Utilities Approved Products List dated January 1, 2018 and Design Compliance Standards dated November 1, 2011.

SP-20 PERMITS: The Contractor shall apply for, obtain, comply with conditions and pay for the Right-Of-Way permit, National Pollutant Discharge Elimination System (NPDES) permit and all other necessary construction permits associated with prosecution of the work, unless otherwise specified. All permit fees and the cost of compliance with permit conditions and restrictions shall be borne solely by the Contractor. There is no separate payment or bid item to cover the permit fees or cost of complying with permit conditions.

For the purpose of this specification, environmental permits are defined as permits issued by but not limited to any of the following agencies for the purpose of listed species and sensitive habitat protection: U.S. Fish and Wildlife Service, U.S. Army Core of Engineers, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection and the South or Southwest Florida Water Management District.

The Contractor is responsible for securing all environmental permits necessary (Federal, State and/or County). By execution of the agreement, the Contractor acknowledges receipt of permits and accepts full responsibility for compliance with these permits and all stipulations attached, for all work covered by this document.

If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations as they pertain to environmental permits, they shall bear all costs arising therefrom.

Utilities has received the appropriate FDEP permit required for this project. **The Contractor shall submit a "Notice Of Demolition or Asbestos Renovation" to the FDEP prior to removal of any asbestos material.** The Contractor shall have copies of these permits in the work zone at all times.

SP-21 MOBILIZATION/DEMOBILIZATION: The work consists of the preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, sanitary facilities, supplies and incidentals to the project site, as required by these specifications, State and Local Laws and Regulations.

The costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this Section. Mobilization will be 50% of this item and Demobilization the remaining 50%. Demobilization includes removal of equipment, completion of punch list items, and cleanup as part of this section.

SP-22 MAINTENANCE OF TRAFFIC: The Contractor shall be responsible for all maintenance of traffic and obtaining approval of a Maintenance of Traffic (MOT) Plan from the Charlotte County Public Works Engineering Department for work within the right-of-way of any County Road.

The work specified in this section consists of maintaining traffic within the limits of the project for the duration of the construction period. The Contractor shall furnish, install and maintain all traffic control and safety devices during construction, including an adequate supply of signs, variable message signs, barricades, cones, high intensity lights, flashing arrow panels,

variable message signs, safety fencing, and other, as needed, items to maintain traffic in the construction area to include but not limited to all signs, flags, flag persons, temporary pavements and temporary striping and marking construction. All signing, channelization or other traffic control operations will be in strict conformance with the Manual on Uniform Traffic Control Devices (MUTCD), FDOT Standard Specifications Section 102, the FDOT Index 600 series and the guidelines of the Charlotte County Maintenance of Traffic Policy, except as modified or amended herein.

All work zones shall have the FDOT required pre- and post-signs at all times (i.e. Construction Ahead, Men Working, and End Work Zone). All roads shall be kept open to traffic during construction. The Contractor shall keep all State, County and Private Roads clean and safe at all times.

The Contractor shall supply, erect, maintain and remove two (2) V.M.S. Boards (variable message sign). The Contractor shall use the boards to inform the traveling public about upcoming construction and any significant events during construction. The V.M.S. Boards shall be placed an adequate distance before the point of action so as to allow the traffic time to read the message. Both boards shall be installed and operating at least **10 calendar days** prior to construction.

The Contractor shall take due care to avoid damaging the existing paint or thermoplastic pavement striping on all traveled roads unless specified on the construction plans to be removed. The Contractor shall repair any pavement markings damaged on any traveled road with the same material that existed prior to construction, as determined by the County. Any cost of clean-up on traveled roads or pavement marking repairs shall be considered incidental to the Maintenance of Traffic Bid Item.

The Contractor shall comply with Index 600 for all drop-offs in Work Zones. Cost of placing warning devices or barricades shall be incidental to the Maintenance of Traffic Bid Item.

Temporary detours of traffic shall be permitted only upon approval of the County. Temporary signs are permitted as long as they are in conformance with MUTCD. Post mounted signage is required on all approaches to the roads included in this project. The Contractor shall be responsible for contacting all EMS, Schools, Fire and Sheriff's office during a road closure.

The Contractor will not be permitted to work within a School Zone when the flashing lights are in operation. All work within a 3,000 foot radius of a County school shall have a site specific MOT that clearly identifies the times of operation. Work shall not be allowed near or on school property while school is in session. The Contractor shall also cease and temporarily stop work during student drop off/pick up periods and provide for the safety of students walking to and from school.

The Contractor will not be permitted to isolate residences or businesses. Alternate access shall be provided to all residences and businesses whenever construction interferes with the existing means of access. The Contractor shall provide and maintain in a safe condition, temporary entrances to businesses, parking lots, and residences.

The Contractor shall at all times comply with the current Charlotte County Maintenance of Traffic Policy. Failure to comply with the terms in this section will result in the immediate cessation of all operations by the Contractor, until the County authorizes resumption.

TRAFFIC PLAN – The Contractor shall submit a Maintenance of Traffic (MOT) Plan, at the preconstruction meeting for County approval. The MOT shall be in accordance with the Charlotte County Policy.

When flashing arrow boards, variable message signs, portable traffic signals, or other special lighting devices are required in the Contractor's MOT Plan, as approved by the County, the costs for such items shall be included in the contract price for Maintenance of Traffic, and shall not be paid separately.

TRAFFIC CONTROL DEVICES & PROCEDURES – The Contractor shall provide a Worksite Traffic Technician and Flaggers, as previously defined, either employed by the Contractor or retained for this project, The Worksite Traffic Technician and Flaggers must be approved by the County prior to any work taking place. The Traffic Technician will be equipped with a vehicle and an adequate supply of signs, barricades, cones, stop/slow paddles, flags and flag persons for each operation. The Traffic Technician will be required to establish the proper work zone safety signing, traffic channelization devices, detours, and flag persons, before any work has begun, and will remain on site to supervise the operation and make any necessary adjustments directed by the County. All signing, channelization, or other traffic control operations will be in strict conformance with the MUTCD, and FDOT Section 102.

BASIS OF PAYMENT – The bid quantity for Maintenance of Traffic shall be a lump sum amount and shall include all items, devices, materials, signs, temporary pavement, temporary pavement markings and stripes, removal of temporary markings and stripes, labor, operations, equipment and all work described herein completed and accepted. MOT is included in the Miscellaneous Items bid schedule.

The lump sum bid to be paid for under this section shall, together, include all items and all work specified herein and in Section 102, shown and detailed on the plans and required by permit. Twenty-five percent (25%) of the lump sum bid shall be paid following the approved installation of the permanent MOT. The remainder of the payment will be pro-rated per calendar day of Contract time, including any extensions. Any balances remaining will be paid as part of the final estimate.

SP-23 DUST ABATEMENT: Dust Abatement shall be paid for at the contract bid price per calendar day and shall consist of applying water or dust palliative for abatement of dust nuisance originating within the project limits. The methods, materials and procedures for dust abatement shall be subject to approval by the County. Dust Abatement operations shall be performed at all the times, locations, and in the amounts necessary to ensure compliance with this section. Dust abatement operations shall be continuous twenty-four (24) hours per day/seven (7) days per week. Any failure to contain dust within the project limits will cause the entire project to be shut down until such time as the situation is corrected, without any contract time extension. Only calendar days meeting these requirements shall be paid for as determined by the County.

The Contractor shall have available and maintain in an operable condition equipment capable of efficiently sweeping up earth and/or other materials from paved surfaces. This equipment shall include suitable provisions for the application of water ahead of the sweeping brooms to prevent dusting, for the pickup, internal storage and removal of sweepings, and for the cleaning of areas of heavy accumulation beyond the capacity of the sweeper. This work shall be considered incidental to the Dust Abatement pay item.

Dust Abatement is included in the Miscellaneous Items bid schedule.

SP-24 TEMPORARY EROSION CONTROL AND N.P.D.E.S. COMPLIANCE: The work under this section includes all necessary work, material, equipment and labor to install and maintain erosion control devices as well as to acquire and report compliance with the Contractor's N.P.D.E.S. Permit. The work under this section shall include, but is not limited to the following:

TEMPORARY EROSION CONTROL – The work in this section consists of the material, labor, equipment and placement of erosion control related items including, but not limited to, synthetic bales or barriers, silt screens, floating turbidity barriers, staked turbidity barriers, screens, dewatering and settling basins in accordance to FDOT Standard Specifications Section 104 and 125-3, except as modified by the plans and herein. The work specified shall consist of furnishing all materials, equipment, labor, and operations necessary for complete temporary erosion control during the course of this project.

The Contractor's Erosion Control Plan shall implement the Best Management Practices in the Construction Plans and shall include procedures to control off-site tracking of soil by vehicles and construction equipment and a procedure for cleanup and reporting of non-storm water discharges, such as contaminated groundwater or accidental spills. Contractor shall be responsible for management and implementation of all associated permit conditions and requirements. Do not begin any soil disturbing activities until County approval of the Contractor's Erosion Control Plan, including all required signed certification statements. No separate payment shall be made to the Contractor for above work required by this section.

1. Turbidity Monitoring: The Contractor shall comply with the approved Environmental Resource Permit through FDEP.
2. Staked Silt Fences, Synthetic Bales or Barriers: Staked silt fences, synthetic bales or barriers shall be placed in the swales at a minimum of 30-feet upstream from the top of the bank of the canal, or as directed by the County. Staked silt fences, synthetic bales or barriers shall remain in place until the project is completed and accepted by the County. The Contractor's work shall be in conformance with FDOT Standard Specification Section 104, and FDOT Index 102. The Contractor shall indicate on his bid form the material he intends to utilize.
3. Staked and Floating Turbidity Barriers: Staked and Floating turbidity barriers shall be installed prior to any work and shall remain in place until all generated turbidity subsides to the approval of the County. Contractor shall install turbidity screens in conformance to FDOT Index 103, FDOT Standard Specifications Section 104 and as required by the Construction Plans.
4. Acquisition of N.P.D.E.S. Permit: Acquisition of the N.P.D.E.S. permit and all related compliance efforts shall be considered incidental to the project and shall be paid for under this pay item.

Temporary erosion control and N.P.D.E.S. compliance including, but not limited to all items, devices, materials, labor, operations, equipment and all work as described herein shall be measured and paid on a lump sum basis. The Contractor shall remove all temporary erosion control devices prior to receiving payment.

The lump sum bid to be paid for under this section shall, together, include all items and all work specified herein. Twenty-five (25%) percent of the lump sum bid shall be paid following the approved installation of the Temporary Erosion Control and N.P.D.E.S. Compliance. The remainder of the payment will be pro-rated per calendar day of Contract time, including any extensions. Any balances remaining will be paid as part of the final estimate.

Bid item for the Temporary Erosion Control and N.P.D.E.S. compliance is included in the Miscellaneous Items bid schedule.

SP-25 CLEARING AND GRUBBING IN RIGHT-OF WAY: All clearing and grubbing in the right-of-way shall be performed in accordance with the plans, and FDOT Specifications Section 110, except as modified herein. The limits of clearing and grubbing are depicted on the plans. The Contractor shall maintain access to mail service at all times.

Stumps that are allowed to remain should be treated with materials designed to eliminate future growth. Sterile soils or residual-type materials will not be permitted. Materials utilized must be approved by the district vegetation specialist, the project landscape architect/engineer or a licensed arborist.

Stump Removal: When specified for removal, tree stumps and major roots projecting through or appearing on the surface of the ground shall be removed to a depth of twelve (12") inches below the existing soil surface. Removal shall be accomplished by means of chipping equipment designed for this purpose or by hand. Blasting or pushing the stumps out with bulldozers, or equipment that disturbs the surrounding ground, will not be permitted unless in conjunction with clearing and grubbing operations. Holes or voids created by the removal of stumps must be filled, graded and compacted with acceptable fill material.

Burning or burying shall be prohibited on this project. All clearing and grubbing debris, as listed above, shall be disposed of off-site (Includes proper disposal at the Charlotte County Zemel Road Landfill or approved equivalent by the County) in a legal manner. Stockpiling any materials on site shall be prohibited.

Items of roadway restoration shall be incidental to the relevant bid items and no additional payment will be made for this work.

The Contractor shall inform all residents and/or homeowners seven (7) calendar days prior to the commencement of work in the area where the existing sprinkler system and existing trees may be affected. The Contractor shall make the County construction coordinator and inspector aware of the homeowner notification process. The Contractor shall cut and cap all irrigation lines within the ROW, whether shown or not shown on the plans. The Contractor shall be responsible for coordinating with the residences to shut off the water to all lines, prior to capping them.

Brazilian Peppers and all other vegetation, roots, root mat and hair roots, and other such protruding objects in the ROW are subject to removal if in conflict with the proposed construction. Tree stumps shall be completely removed.

Existing trees close to the work shall be protected and preserved to the extent deemed possible. The Contractor shall trim all branches that are subject to damage because of his/her operations, but in no case, shall any tree be cut or removed without prior County approval. All tree trimming shall be accomplished by a licensed tree trimmer. The protection of trees shall be considered incidental to the project and shall be done at no additional cost to the County.

The Contractor shall obtain all permits/approvals necessary for the removal and disposal of cleared and grubbed material at their own expense. If necessary, the Contractor shall obtain tree removal permits from Charlotte County Community Development.

All clearing and grubbing in the ROW shall be considered incidental to the contract.

SP-26 EQUIPMENT: The Contractor shall only use equipment, machines or combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Charlotte County Utilities Design Compliance Standards dated November 1, 2011. Equipment incapable of providing this will not be acceptable for use on this Project. The Contractor shall not use equipment which is unsafe or in need of repair.

SP-27 STORED MATERIALS: There will be no payment for stored materials.

SP-28 TESTING AND MAINTENANCE OF FLOW: Any and all testing and flushing requirements born out of, but not limited to contract requirements and permits, for the installation of the utility piping, including but not limited to pressure test, shall be included in the Contractor's bid price for the various utility bid items. All utilities installed on the project must be tested in accordance with the Contract Documents. The Contractor shall arrange and schedule testing in advance with an independent testing firm for the testing of concrete, trench compaction, pavement subgrade compaction, pavement density measurements, and any other tests that are required to be run on the items installed under the contract, the cost of which shall be borne solely by the Contractor. Utilities requests to be notified 48 hours (three (3) working days) in advance of any test in order to have a Utilities representative and the Engineer of Record, if required, present.

Where possible, the new 8" force main shall be installed in the same trench as the removed 6" asbestos-cement force main. The existing force main can be taken out of service during construction between the working hours of 7:30 am to 5:00 pm, and shall be placed in service by 5:00pm. CCUD will be responsible for maintaining the flow of the existing facilities during these working hours of construction and change-over construction between new and the existing facilities. Contractor is only responsible for wastewater at point of connection of the force main tie-ins to the nearest valves. Contractor is to work with CCUD personnel on the tie-in logistics.

Testing shall be accomplished through the combination of visual inspections and hydrostatic pressure testing. Visual inspection of joints, fittings, valves in each section will be conducted daily by the County, instead of separate pressure and leakage tests. After installation of the entire wastewater force main, a final pressure test shall be performed.

All testing shall be performed in the presence of the CCUD's representative. Should a main fail to pass any of the acceptance tests as outlined, the Contractor shall, at his expense, determine the source of the failure, make any necessary repairs, and re-test the segment of piping in question.

SP-29 PRE-INSTALLATION VIDEO: No construction shall take place prior to the County's acceptance of the Pre-Installation Video. Contractor shall submit to the County one (1) copy of a high-grade color video - DVD, capable of being played on any DVD Player. The video shall thoroughly capture the intended work area as outlined in the Contract Documents. The Pre-Installation Video must be received by the County a minimum of one (1) week prior to the intended construction start date. The Pre-Installation Video will be used to protect all parties involved in the project. All DVD recordings shall be submitted to Public Works and Utilities and will become the property of the County.

Pre-Installation Video shall be paid on a lump sum basis.

SP-30 PERIODIC CLEAN UP AND RESTORATION: During construction, the Contractor shall regularly remove from site and properly dispose of all accumulated debris and surplus material of any kind that result from their operations. The Contractor shall remove unsightly mounds of earth, large stones, boulders, debris and refuse so the site presents a neat appearance. Burial of construction debris, refuse or any surplus material is not permitted. Unused tools and equipment shall be stored at the Contractor's yard or base of operations for the project.

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

Periodic clean up and restoration shall be considered incidental to the project.

SP-31 COMPLETION OF THE PROJECT: The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The County shall determine the date of completion for the project when at the minimum the following are met as well as all other conditions defined in the Contract Documents:

- All punch list items have been addressed to the satisfaction of the County
- All testing has been completed and results are satisfactory (including but not limited to Pipe Pressure Test, and Compaction Tests)
- Utility Certification Drawings/As-Built Drawings requirements have been accepted and approved by the County and all other governmental agencies, if applicable
- All associated equipment and facilities necessary for the reliable operation of the project are complete in accordance with contract requirements
- All required warranty's for the material and equipment required under the contract have been provided
- All release of liens has been submitted and are satisfactory to the County, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full
- Documentation from the owner of each piece of private property for which an agreement for use was provided, that each owner is satisfied with the final restoration to that property.

SP-32 MEASUREMENT AND PAYMENT: The utility work shall be measured and the compensation determined in accordance with the Charlotte County Utilities Design Compliance Standards dated November 1, 2011 available on the

Charlotte County Web Site <http://charlottecountyfl.com/CCU/Engineering/DesignCompliance.asp>, and/or as detailed in the Special Provisions.

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

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

The County's computations are the basis for monthly estimates and final payment. The Contractor shall include with each Pay Request any revisions to the construction schedule.

Payment approvals are subject to County established procedures. Payment will be made in accordance with the Local Government Prompt Payment Act (F.S. 218.74). Such payment shall include compensation for all labor, materials, equipment and all other incidental items necessary to perform the work.

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

SP-33 QUANTITIES: The quantities, as shown on the Bid Forms, are approximate and are given only as a basis of calculation for award of the Contract. The actual quantities may vary from the estimated amount. The quantities provided are estimates for determining the lowest responsible, responsive bidder. The total cost of the work will be determined based upon the actual quantity of work performed at the unit price bid. The County does not represent the actual quantities involved will correspond exactly with such estimates.

Section 9-3 of the FDOT Standard Specifications do not apply to this contract. The County reserves the right to alter (increase or decrease) any individual quantities without affecting the bid price for that item. When quantities of individual work items are altered, the Contractor shall accept payment in full at Contract unit bid prices for the actual quantities of work completed, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement.

Note: The bid form includes additional quantities for utility piping, fittings, valves and roadway restoration at the intersection of Forrest Nelson Boulevard and Quesada Avenue. If there is any asbestos-cement pipe encountered under the pavement during construction, it shall be removed and replaced.

SP-34 PAYMENT ADJUSTMENT: This Contract will not provide for fuel or other payment adjustments due to increase in material costs during the life of the contract.

SP-35 MISCELLANEOUS ITEMS: All other miscellaneous items not specifically provided for in the bid proposal, but required for completion of the project and considered pertinent to the work, shall be considered incidental to the project.

SP-36 SOURCE OF WATER FOR TESTING AND CLEANING: All wastewater force main testing and flushing shall be done with reclaimed water, if available, otherwise potable water shall be used. It is the Contractor's responsibility to obtain the temporary water meter(s) from Utilities and to pay all applicable meter fees/deposits. Upon submittal of the application for a temporary water meter, the Contractor shall inform Utilities Customer Service that the temporary meter is required for work on a Capital Improvement Project. Failure to properly notify Customer Service at the time the meter application is submitted could delay return of any monies that are due upon project completion. The actual potable water/reclaimed water used will be provided at no cost to the Contractor by Utilities. Any fees/deposits due back to the Contractor will be returned after the project is completed and the temporary meter is removed.

SP-37 SALVAGEABLE MATERIAL: All equipment, piping, fittings, valves and appurtenances to be removed or abandoned shall be inspected by Charlotte County or its representative immediately prior to removal or abandonment. Charlotte County's

decision as to the salvageability shall be final. Such material which is, in the opinion of Charlotte County or its representative, salvageable shall be removed and transported by the Contractor to a desired storage location. If the material or equipment is not wanted by Charlotte County, the Contractor shall become the owner of the equipment and shall dispose of same at an approved disposal site. Under no circumstances may existing structures, piping or equipment be removed or demolished without obtaining approval from Charlotte County or its representative. Any pipe that is shown as to be removed and is Asbestos Cement Pipe is not considered salvageable and shall be removed and properly disposed of by the Contractor.

SP-38 ROCK EXCAVATION: Rock excavation shall be allowed only upon request by the Contractor and approval by Utilities prior to removal. Rock excavation shall include such rocks as are not decomposed, weathered or shattered and which will require blasting, barring, wedging or use of air tools for removal. Under this classification shall be included the removal of any concrete or masonry structure (except concrete pavement, curb, gutter, sidewalk and concrete driveway) exceeding one (1) cubic yard in volume that may be encountered in the work.

Rock excavation shall be paid at the contract unit price bid per cubic yard (CY) excavated and shall include all excavation, backfill material, backfilling, compaction, removal and proper off-site disposal of the material, labor, equipment, materials and all other appurtenances required to complete the project in accordance with the Contract Documents.

The volume used for payment shall be computed assuming a rectangle, the width of which is equal to the outside diameter of the pipe installed plus one (1') foot and the depth of which is the distance from the top of the rock formation to a point twelve inches (12") inches below the barrel of the pipe.

SP-39 SOILS INFORMATION: Soil investigation has not been completed on the project area. The Contractor is responsible to make his/her own determination of the soil conditions within the project.

SP-40 PROPERTY CORNER PRESERVATION: The Contractor shall protect and preserve all in-place property corner monuments. Any property corner monuments removed or disturbed by the Contractor shall be re-established by a Professional Surveyor and Mapper (PSM) licensed in the State of Florida upon completion of final clean up. All costs associated with the replacement/restoration of property corners shall be considered incidental to the contract.

SP-41 UTILITY MAIN OVERDEPTH AND PLACEMENT: Wastewater Force Mains (FM) shall be installed with a minimum of 48 inches of cover over the pipe. Any required over-depth, whether shown on the plans or not, will be considered to be incidental to the installation and no direct compensation will be made therefore. Where WM, RCM and FM cross, in general, the RCM and FM shall pass beneath the WM and the FM shall pass beneath the RCM, unless otherwise directed or approved by the Engineer.

SP-42 DEWATERING: In the Charlotte County Utilities Design Compliance Standards dated November 1, 2011 the Standard Specification Section 002240 Dewatering is amended to include the following expanded language under Part 1 Sub Paragraph 1.1.1 Work Included:

The Contractor shall handle all drainage or ground water by installing well points, pipe headers and pumping equipment (Kelly wells may be used if installation can be done as per the specifications and in an efficient and timely manner). There shall be no additional compensation for dewatering the cost of which is considered incidental to the work.

SP-43 MARKER BALLS AND METALLIC MARKER TAPE: The Contractor shall provide and install metallic marker tape and provide, program, and install marker balls for all installed trenched pipe. For trenchless pipe installations the Contractor shall provide, program, and install marker balls at the fittings at the end of each directional drill and at intervals along the pipe in accordance with Utilities construction details. Metallic marker tape is not required on trenchless pipe installations. For trenchless pipe installations the marker balls shall be placed with a minimum of 18 inches of cover. For trenched pipe installation the metallic tape shall be laid directly above the pipe 12 to 18 inches below finished grade and the marker balls placed on top of the metallic tape. The metallic marker tape shall be marked green for wastewater, blue for potable water and purple for reclaimed water.

The marker balls shall be installed at all changes in direction and fittings absent of any valve. On straight runs of pipe, the balls shall be installed at every power pole. If power poles do not exist, the balls shall be placed every 150 feet from the nearest change in direction or fitting. At road and driveway crossings, the marker balls shall be placed on each side of the road or driveway, two feet from the pavement or driveway edge, or as otherwise approved by Utilities.

The Contractor shall program all balls and provide a copy of the programmed data for each marker ball in either Microsoft EXCEL or Access electronic format to Utilities. The Contractors utility certification drawings shall show location of all marker balls.

Marker balls shall be paid for at a contract price per each, which shall include all labor, equipment, materials and associated appurtenances to install and program the marker balls and submit the marker ball data to Utilities.

SP-44 EXISTING WASTEWATER FORCE MAIN VALVE/TEE/CROSS REMOVAL AND DISPOSAL: The removal and disposal of the existing wastewater valve/tee/cross shall be considered incidental to the Pipe Removal and Disposal bid unit price and shall include the cost of removal and disposal of the valves, fittings, satisfactory coordination of utility constructions, labor, material, equipment and all other associated appurtenances required to complete the project in accordance with the Contract Documents.

SP-45 CONNECTION TO EXISTING MAIN: The connection to an existing wastewater force main, irrespective of size, shall be paid at the Contract Bid price per each and shall include the cost of connection, satisfactory coordination of utility constructions, labor, material, equipment and all other associated appurtenances required to complete the project in accordance with the Contract Documents. The tie-in to the existing mains shall be coordinated with Utilities Operations staff.

SP-46 POST-CONSTRUCTION SURVEYING: Post-construction surveying will be performed by CCUD. The Contractor is not responsible for providing the County with record drawings. However, the Contractor shall, while backfilling the installed pressure pipelines only, place vertical sections of two (2") inch PVC pipe from the top of the installed pipe extending a minimum of two (2') feet above the finished grade at intervals of 50-feet and at change of direction and shall label the two (2") inch PVC pipe with permanent marker showing the utility diameter and type of pipe (i.e. wastewater force main) and identifying the attribute (i.e. 45-degree bend, tee, cross), if applicable. The placement of the vertical pipe shall be considered an incidental cost.

Although the Contractor is not responsible for providing the County with record drawings, they shall maintain and provide to CCUD "field as-built drawings". These "field as-built drawings" shall be made using the construction drawings provided by CCUD and shall indicate, in red, the location of placed pipe as it related to the edge of pavement (EOP), the incremental distance between fittings, valves, blow offs, manholes, and any other relevant information that may prove to be of assistance to CCUD.

SP-47 STORMWATER PIPE CROSSINGS: In case of storm water pipe crossings in conflict with wastewater force main, the Contractor shall provide the necessary protection to prevent damage to existing storm water pipe crossings. Any storm water pipe crossings damaged as a result of construction shall be repaired at the Contractor's expense to the satisfaction of the County. Flowable Fill shall be used in areas where maximum compaction cannot be achieved under existing storm water facility. Ready-Mix Flowable Fill or Controlled Low Strength Material (CLSM) may be substituted as an alternative to compacted soil, with the prior approval of the County or if shown on the plans. Applications for the material include, but may not be limited to, beddings, encasements and closures for tanks and pipes, and general backfill applications for trenches and abutments. Flowable fill shall be designed to allow for excavation, and shall have a compressive strength less than 200 PSI at 28 days. Flowable fill shall be considered incidental to the storm water pipe bid item at no additional cost to the County.

SP-48 OPEN CUT TRENCH REPAIR ROADS: Open cut trench in roadways including removal of existing asphalt, reclaimed concrete, aggregate or soil cement base sections, saw cutting of existing asphalt edges, preparation of subgrade, placement of aggregate base, construction of asphalt surfacing, replacement of pavement markings, testing, necessary permits and all other required appurtenances in accordance with the contract documents shall be measured and paid on a square yard basis.

Open cutting of roads for trenching and direct bury of utility mains shall not exceed six (6') feet in width (asphalt width). All efforts shall be made to minimize the width of the trench and in-turn, the amount of restoration. Payment shall be based upon actual width of asphalt restoration, not exceeding six (6') feet.

Details for open cut trench repair are shown on the engineering plans.

The Contractor shall be responsible for maintaining acceptable temporary road surfaces, traffic control signs and street named signs from the time the street is initially disturbed until final restoration is completed.

Type S-III Asphalt Concrete Overlay shall be installed at Forrest Nelson Boulevard and Quesada Avenue intersection as indicated on the plans and shall be measured and paid on a square yard basis.

Contractor shall implement dust control measures and perform dust abatement operations at all the work sites.

SP-49 SODDING AND RESTORATION: Restoration includes all procedures to restore the ROW to the original or better condition to the satisfaction of Utilities and PW. The work under this section shall be in accordance with the plans, FDOT Specifications Section 575, except as modified herein. All areas disturbed by construction shall be restored and sodded

matching the existing sod types. Watering and fertilizing will be considered incidental to this item. Any additional areas disturbed by the Contractor's negligence or equipment shall be replaced at the Contractor's expense. Do not use sod which has been cut for more than seventy-two (72) hours. The Sodding item shall consist of furnishing, delivering, and placing sod, and water required to assure a healthy stand of grass. Watering of the sod shall comply to FDOT specification 983.

Sod placed on developed or maintained lots will be "cut in" to match existing sod, and will conform to the slope characteristic of the lawn prior to it being disturbed. Sod placement locations may also be directed by the County. The quality of sod shall be equal to or better than sod removed or disturbed, and shall be rolled or tamped sufficiently to present an even surface. The top of sod shall not be installed at a higher elevation than the edge of finished pavement of finished shoulder or sidewalk and shall not drop off in excess of one (1") inch upon completion.

For drainage ditches, the setting of the sod pieces shall be staggered such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed six inches (6"). In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be cut to match existing. On areas where sod may slide, due to height and slope, the County may direct that the sod be pegged, with pegs driven through the sod blocks into firm earth, at suitable intervals. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work.

SOD SPECIES – Argentine Bahia and Floratam shall be considered the "standard" sod species that will replace and must match the existing sod at each lot. The Contractor will be responsible at his own expense, for replacing any sodded areas beyond the limits of construction that are disturbed during the work with sod of the type that pre-existed equal to or better. Sod shall be placed immediately behind the fill operation to maintain slope and prevent erosion. The Contractor will be responsible to repair any areas of erosion which occur in his work prior to acceptance by the County.

MAINTENANCE – The Contractor shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include the filling, leveling, watering and repairing any washed or eroded areas, as may be necessary. Maintenance shall also include mowing, prior to the issuance of a Certificate of Substantial Completion. The contractor shall include for this item in his prices for sodding. No special or separate allowance will be made for watering, or fertilizing as required in said Section 575. The County, at any time, may require replanting of any areas in which the establishment of the sod does not appear to be developing satisfactorily.

Measurement of restored areas for main installation shall be based upon a maximum restoration width of 15 (fifteen) feet along the entire length of utility mains. Overlapping of restoration areas where multiple utility mains are installed shall be excluded from the final quantities.

The Contractor shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include litter removal, mowing, filling, leveling and repairing of any washed or eroded areas, as may be necessary. The County, at any time, may require replanting of any areas in which the establishment of the sod does not appear to be developing satisfactorily, at no additional expense to the County.

Any areas disturbed by the Contractor outside these areas shall be restored by the Contractor at his/her expense.

The Contractor shall be responsible for restoration of items including but not limited to existing structures, stabilized roads, and ground areas damaged during construction.

The application of fertilizer is governed by Chapter 3-9 Zoning Section 3-9-64.1 of the Charlotte County Code entitled Fertilizer Regulation. In accordance with paragraph (g)(4), sod and seed are exempt from the requirements of Section 3-9-64.1 during the first 60 days after installation or planting provided that documentation for newly established sod is maintained by the Contractor to support the exemption. After the 60-day establishment period, the application of fertilizer must conform to the requirements of this Zoning Section. In the event the sod is not established in all areas within the 60 day establishment period and the areas must be re-sodded, the 60-day exempt period shall start again but only for the areas that are re-sodded. The Contractor must provide proper documentation for the areas re-sodded to support the exemption.

SP-50 PERMANENT CONTROL POINTS (PCPs) REPLACEMENT: This item of work shall require that a Florida Registered Land Surveyor, either employed by the Contractor or retained for this project, shall be responsible for this work. At the pre-construction conference, the Contractor shall submit the name, address, phone number, and registration number of the Florida Registered Land Surveyor. The Contractor shall not change Land Surveyors during the performance of this contract, without prior approval from the County.

The Contractor's Florida Registered Professional Land Surveyor (PLS) shall be responsible for the witnessing, removal of existing, and replacement after resurfacing, of all survey monuments including Permanent Control

Points (PCPs) on those streets affected by this Contract. The County will be responsible to witness and to reset the PCP's that are located in the Road & Bridge District. The Contractor shall notify the County of all PCPs located in roadways to be resurfaced but not listed on the Road Inventory List prior to resurfacing.

The Contractor's Surveyor shall provide witnessing information to the County, Registered Professional Land Surveyors and persons identified by the County as requiring this information until such time when PCPs are replaced. The scope of this service shall include, but not be limited to, the Contractor's Surveyor meeting with the County or surveyors on-site to correctly locate the PCP. The Contractor shall make every effort to minimize persons damaging the roadway attempting to locate removed PCPs. The Contractor shall repair all roadway damage resulting from attempts to locate removed PCPs.

The Contractor shall submit, in writing, to the County Surveyor, for approval, the witnessing notes for the existing PCPs prior to beginning any work. The Contractor shall submit a signed and sealed Surveyor's Certificate (example attached herein) certifying the work specified in this section is in compliance with applicable Florida Administrative Codes and Florida Statutes.

The Contractor shall notify the County 24 hours prior to resetting any PCPs. Upon completion of resurfacing, the proper location shall be marked on the surface of the new pavement. The Contractor shall reset the PCPs within twenty (20) calendar days of completing the resurfacing of the listed roadway where the PCP is located.

There are only two (2) acceptable methods for referencing PCP's for this project – SEE EXHIBIT “R” (sketch for referencing PCP’s).

A 4½” long Surv-Kap Mag Spike (SK – MAGSPK 4.5) with a 2-inch metal disk (SURV KAP SK-AD2P) or AD2S) will be set flush with the top of the new pavement surface. **NOTE:** The Contractor shall receive written approval for equivalent spikes & disks from the County Surveyor.

The marker shall also be stamped with metal marker letters stating the following information: Replaced PCP, date and registration number of the Florida Registered Professional Land Surveyor or the Licensed Survey Business Number to whom is responsible for the work.

The Surveyor shall also submit in a bound field book, (Teledyne #416 or approved equal) notes of all witnessing and replacement. The field notes shall be indexed. The Surveyor shall, on page one (1), certify that the notes conform to all applicable State Statutes and Administrative Codes. The Surveyor shall affix his seal and signature.

As a district is completed, signed and sealed field book(s) shall be submitted to the Charlotte County Surveyor for approval and, when deemed satisfactory, shall be filed in the records of the Charlotte County Public Works Division Survey Section files.

No separate compensation will be made to the Contractor to defray costs of any delays occasioned by locations, referencing and resetting survey PCP's. Costs of delays shall be included in the prices stipulated for the affected payment item.

METHOD OF MEASUREMENT - The quantity of PCPs to be referenced and reset, as shown on the Bid Form, is approximate and is given only as a basis of calculation for award of the contract. The actual quantity may vary from the estimated amount. The quantity to be paid under this section shall be the actual quantity of PCPs referenced and reset, and shall include all work described herein.

BASIS OF PAYMENT - The quantity, determined as provided above, shall include all work, and all incidental costs specified as being covered under this section. Said quantity shall be paid at the contract unit price per each survey monument/marker, completed and accepted. Payment shall be made per district completed and accepted; no partial payments per district will be accepted for this bid item. Payment for Permanent Control Points (PCP) Replacement, referenced and reset shall be made under: Permanent Control Points (PCP) Replacement - per Each (EA)

SP-51 UTILITY MAIN LOCATION CHANGES: The plans provide the general location of the proposed utility mains. The County reserves the rights to filed adjust these utility main locations, as needed, in cooperation with the Contractor, to better serve the long term needs of the Utilities.

**TECHNICAL SPECIFICATIONS AND CONDITIONS
FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT
BID NO. 2018000284**

TS-01 PURPOSE: The purpose of this bid is to obtain the services of a firm to provide construction services which includes furnishing all necessary materials and completing all work, including labor, transportation, supervision, equipment, and traffic control incidental for the force main construction as described in the Specifications and/or shown on the Plans attached herewith.

All work shall conform within the limits as specified on the Construction Plans and be in conformance with the appropriate Technical Specifications as specified herein. The Contractor shall be responsible for traffic control, maintenance of temporary sidewalks, the restoration of existing street signs, traffic control signs, property corners, existing utilities or any other items disturbed during the construction.

TS-02 BID PRICE: The work specified shall consist of furnishing all permits, materials, equipment, labor and operations necessary to complete the work as indicated in the plans and specifications attached herein. The material staging locations are limited so scheduling of these areas shall be coordinated with and approved by Charlotte County.

TS-03 CRITERIA FOR AWARD: Award of this bid shall be to the 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 County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the 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 County any additional information it deems relevant 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.

INSURANCE REQUIREMENTS FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT BID NO. 2018000284
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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 it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. Automobile Liability

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

Combined Single Limit (CSL) \$1,000,000

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

3. Worker's Compensation and Employers' Liability

Workers' Compensation

Employers' Liability

Each Accident, bodily injury or disease \$1,000,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.

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

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 23 37 if later revisions used.

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

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

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

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

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

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

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

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

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

**SAFETY AND HEALTH REQUIREMENTS
FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT
BID NO. 2018000284**

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 Loss Control Coordinator 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 Loss Control Coordinator 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 Loss Control Coordinator.

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

Risk Management	941.764.4191
Loss Control Coordinator	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 Loss Control Coordinator 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
FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT
BID NO. 2018000284**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 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, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT

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 AMOUNT:

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

Completion Time is 60 calendar days.

Notice Needed Prior to Commencement: _____ **calendar days.**

Liquidated Damages \$1,532 per calendar day.

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

- () References
- () License Requirement: Certified/Registered General, Certified/Registered Underground Utility, or Certified/Registered Master Plumber
- () Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Local Business Status: If Bidder affirms that it is a local business as defined in IB-28 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

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

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

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 <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 182844. No information regarding the submittal will be divulged over the telephone.

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

FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT SUMMARY OF PAY ITEMS

ITEM #	ITEM DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENDED PRICE
Wastewater Force Main					
1	2" PE Force Main	LF	15	\$	\$
2	4" PVC C900/C905 DR18 Force Main	LF	30	\$	\$
3	6" PVC C900/C905 DR18 Force Main	LF	60	\$	\$
4	8" PVC C900/C905 DR18 Force Main	LF	3,180	\$	\$
5	10" PVC C900/C905 DR18 Force Main	LF	10	\$	\$
6	2" Plug Valve	EA	1	\$	\$
7	6" Plug Valve	EA	1	\$	\$
8	8" Plug Valve	EA	4	\$	\$
9	Service Saddle 8"x2"	EA	1	\$	\$
10	Air Release Valve (Removal & Reinstallation)	EA	1	\$	\$
11	Ductile Iron Fittings Force Main	LB	2,500	\$	\$
12	Locate Balls and Marker Tape Force Main	EA	35	\$	\$
13	Connection to Existing Force Main	EA	7	\$	\$
14	4" AC Pipe Removal and Disposal	LF	30	\$	\$
15	6" AC Pipe Removal and Disposal	LF	3,050	\$	\$
16	8" AC Pipe Removal and Disposal	LF	50	\$	\$
17	6" PVC Pipe Removal and Disposal	LF	60	\$	\$
18	4" Asbestos / PVC transition fittings	EA	1	\$	\$
19	6" Asbestos / PVC transition fittings	EA	1	\$	\$
20	8" Asbestos / PVC transition fittings	EA	1	\$	\$
21	Tie Back Assembly for 4" pipe	EA	1	\$	\$
22	Tie Back Assembly for 6" pipe	EA	1	\$	\$
23	Tie Back Assembly for 8" pipe	EA	2	\$	\$
RESTORATION					
24	Type S-III Asphalt Concrete Overlay (1 1/2")	SY	1,960	\$	\$
25	Open Cut Trench Repair – Roadways	SY	380	\$	\$
26	Permanent Control Points (PCPs) Replacement	EA	1	\$	\$
27	Commercial Driveway Replacement - Bituminous	SY	580	\$	\$
28	Existing Guard Rail Removal & Reinstallation	LF	75	\$	\$
29	Sod	SY	5,500	\$	\$
Miscellaneous Items					
30	Temporary Erosion Control And N.P.D.E.S. Compliance	LS	1	\$	\$
31	Dust Abatement	Days	60	\$	\$
32	MOT	LS	1	\$	\$
33	Rock Excavation	CY	100	\$	\$
34	Surveying	LS	1	\$	\$
35	Pre-Installation Video	LS	1	\$	\$
				SUB-TOTAL	\$

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

SUB-TOTAL \$ _____ X 5% = \$ _____

TOTAL BID PRICE: \$ _____

Name of Bidder: _____

(This form 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 undersigned agrees, if awarded this bid, to furnish a Performance and Payment Bond in the amount of 100% of the total project price within fourteen (14) calendar days after notification of award to the Purchasing Division. 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.

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 _____ Joint Venture _____
Partnership _____ Corporation _____

Name of Bidding Firm _____

Mailing Address _____

Location Address _____

City & State _____ ZIP _____

Telephone: _____ Fax Number: _____ 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)

AFFIDAVIT
Claiming Status as a Local Business

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

- A. **Local Business Definition:** Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

- B. **Competitive bid (local price match option):** Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

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

Company Name: _____

Signature: _____

Title: _____

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

State of Florida
County of _____

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

Notary Public

Commission Expiration

(Affix Official Seal)

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

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

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

DRUG FREE WORKPLACE FORM

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

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

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

Signature _____

Dated _____

Name of Bidder: _____

(This form to be returned)

REFERENCES - FORREST NELSON BOULEVARD FORCE MAIN REPLACEMENT

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

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

Total Project Amount: \$ _____ Completion Date: _____

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

Total Project Amount: \$ _____ Completion Date: _____

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

Total Project Amount: \$ _____ Completion Date: _____

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

Total Project Amount: \$ _____ Completion Date: _____

Name of Bidder: _____

(This page 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: BuildingSvcs@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:

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

Plans Amendment/Change:

- Residential = \$50
 - Commercial = \$75
- Re-Stamp of Plans:** = \$50

Re-Inspections:

- 1st Re-Inspection = \$50
- 2nd Re-Inspection = \$100
- 3rd + 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 7, 2017	From: Joanne Vernon, County Engineer
Applies to: All Employees of the Charlotte County Board of County Commissioners	Last Amended: July 2017	Page: 1 of 7 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 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

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

POLICY

Subject: Maintenance of Traffic (MOT) Policy	Effective Date: August 7, 2017	From: Joanne Vernon, County Engineer
Applies to: All Employees of the Charlotte County Board of County Commissioners	Last Amended: July 2017	Page: 2 of 7 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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- 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:
 - **Charlotte County Public Works**
A request for a road or lane closure form (attached) is emailed to the Operations Supervisor (OS), and Public Relations Manager (PRM), with the following information:

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- Operations Supervisor - Tara.Musselman@charlottecountyfl.gov
Phone - (941) 575-3656
- Public Relations Manager – Tracy.doherty@charlottecountyfl.gov
Phone - (941) 575-3643

- **All Emergency services:**

<u>Sheriff</u>	<u>FIRE/EMS</u>	<u>Fire Headquarters</u>
(941) 639-2101	(941) 833-5600	(941) 833-5600

- **Charlotte County School Board:**
Transportation Division (941) 575-5432
- **The Media:** Newspaper/Radio Stations (Notify applicable one(s))

<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, Sarasota</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: 3/1/1997
 9/29/2003
 7/10/2006
 3/20/2012
 3/24/2014
 11/10/2015
 8/31/2016
 7/26/2017
 8/7/2017

**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 SEVEN (7) WORKING DAYS IN ADVANCE OF CLOSURE TO:**

OPERATIONS SUPERVISOR: TARA.MUSSELMAN@CHARLOTTECOUNTYFL.GOV

PUBLIC RELATIONS MANAGER: TRACY.DOHERTY@CHARLOTTECOUNTYFL.GOV

PUBLIC WORKS
7000 Florida Street, Punta Gorda, FL 33950-5714
Phone: 941.575.3600 Fax: 941.637.9265