

Heritage Oak Park Community Development District

Board of Supervisors:

Brian Bitgood, Chairman
Paul Falduto, Jr., Vice Chairperson
Earl Olin Bell, Assistant Secretary
Edward Carey, Assistant Secretary

District Staff:

Robert Koncar, District Manager
Andrew H. Cohen, District Counsel
Robert Dvorak, District Engineer

Continued Meeting Agenda

February 6, 2020 at 10:00 a.m.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Audience Comments on Agenda Items
4. Pool Proposals
5. Staff Reports
 - A. Manager
6. Audience Comments
7. Adjournment

Next Meeting Date: February 20, 2020.

District Office:

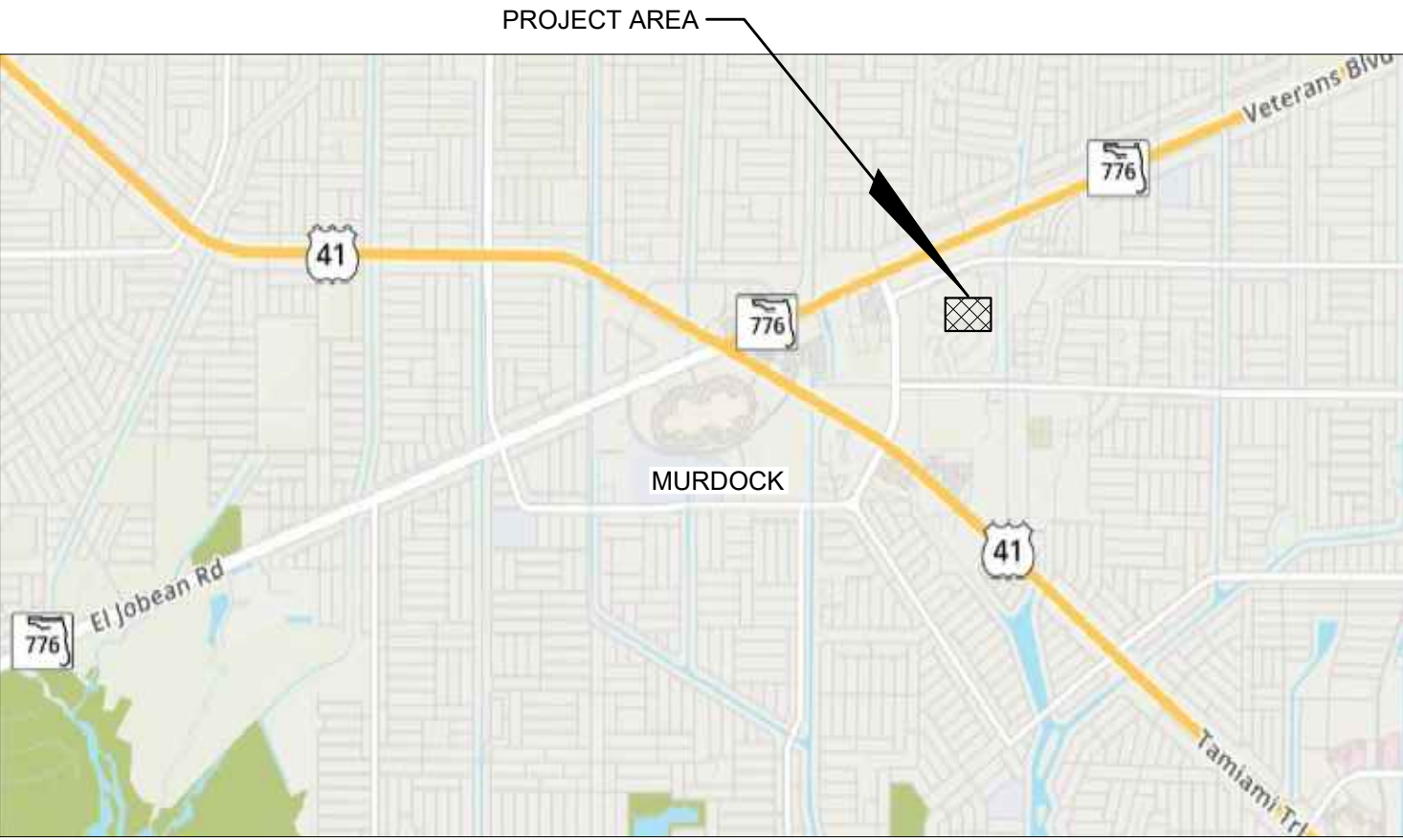
210 N. University Dr., #702
Coral Springs, FL
954-603-0033

Meeting Location:

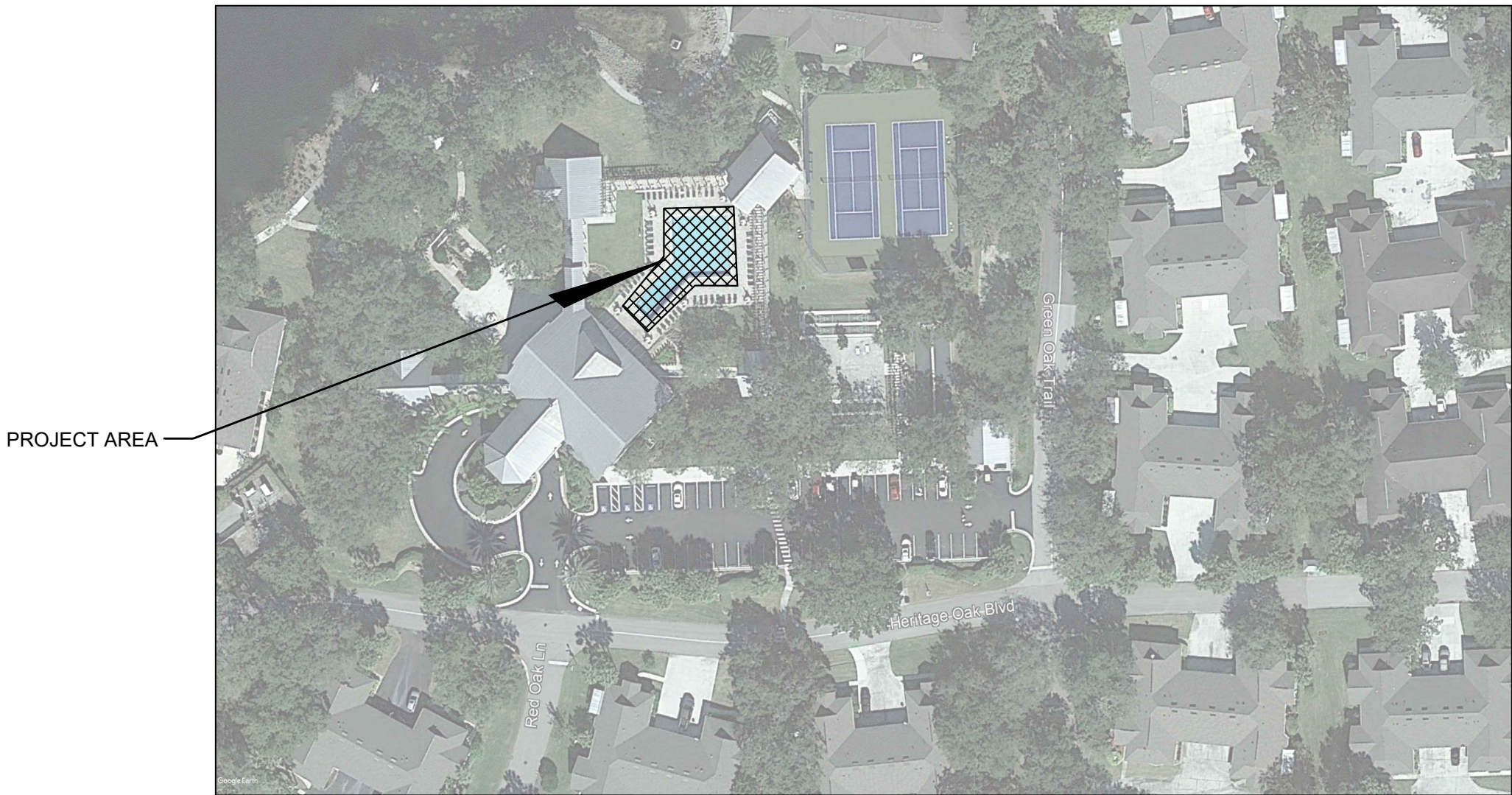
Heritage Oak Park Lodge
19520 Heritage Oak Park
Port Charlotte, FL

POOL PROPOSALS

VICINITY MAP



LOCATION MAP



CONTACTS

OWNER/ DEVELOPER	SURVEYOR
HERITAGE OAK PARK COMMUNITY DEVELOPMENT DISTRICT 19520 HERITAGE OAK BLVD PORT CHARLOTTE, FL 33948	JMT 2000 EAST 11TH AVENUE SUITE 300 TAMPA, FLORIDA 33605-3830 CONTACT : DAVID PUIGDOMENECH, PSM PHONE : 813.314.0314
CIVIL ENGINEER	GENERAL CONTRACTOR
JMT 2000 EAST 11TH AVENUE SUITE 300 TAMPA, FLORIDA 33605-3830 CONTACT : ROBERT DVORAK, PE PHONE : 813.868.0285	(TO BE DETERMINED)

HERITAGE OAK PARK
COMMUNITY DEVELOPMENT DISTRICT
POOL IMPROVEMENTS
PORT CHARLOTTE, FLORIDA
SECTION 08 , TOWNSHIP 40, RANGE 22

PREPARED FOR:

HERITAGE OAK PARK CDD

19520 HERITAGE OAK BOULEVARD
PORT CHARLOTTE, FL 33948

PREPARED BY:



CA 5917

LB 8146

2000 EAST 11TH AVENUE
SUITE 300
TAMPA, FLORIDA 33605-3830

GENERAL SITE NOTES

1. THE CONTRACTOR SHALL PERFORM ALL CONSTRUCTION IN ACCORDANCE WITH THE LINES AND GRADES SHOWN ON THE PLANS AND TO TOLERANCES STATED HEREIN OR IN THE SPECIFICATIONS. REFER TO ARCHITECTURAL SITE PLAN(S) FOR HORIZONTAL DIMENSIONS AND CONTROL FOR BUILDINGS, PAVEMENT, ETC. HORIZONTAL LOCATIONS FOR UTILITIES, ETC. ARE PROVIDED IN THE CIVIL DRAWINGS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL HORIZONTAL AND VERTICAL CONTROL MARKERS AND PROPERTY CORNERS (MONUMENTS, PIPES, ETC.) FOR THE DURATION OF CONSTRUCTION. MARKERS SHALL BE CONTINUOUSLY FLAGGED AND SHALL BE RESET IMMEDIATELY BY A FLORIDA LICENSED LAND SURVEYOR IF ANY SHOULD BECOME DISTURBED.
3. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE DRAWINGS AND DO NOT PURPORT TO BE ABSOLUTELY CORRECT. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES, ETC. AFFECTING THE WORK PRIOR TO CONSTRUCTION.
4. IF UTILITY FIELD LOCATIONS ARE REQUIRED, THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH ALL UTILITY COMPANIES AS WELL AS ANY AFFECTED CITY AND COUNTY DEPARTMENTS BY PROVIDING A MINIMUM OF 48 HOURS NOTICE OF WHEN CONSTRUCTION WILL COMMENCE IN AN AREA IN ORDER TO PERMIT FIELD LOCATION OF UTILITY LINES PRIOR TO CONSTRUCTION. A TOLL-FREE NUMBER, 1-800-432-4770 IS AVAILABLE TO ASSIST IN SUCH COORDINATION EFFORTS. THIS NUMBER IS PART OF THE UTILITY NOTIFICATION PROGRAM PROVIDED BY SUNSHINE STATE ONE-CALL OF FLORIDA, INC. BUT DOES NOT NECESSARILY REPRESENT ALL UTILITY COMPANIES IN THE AREA.
5. ALL UTILITIES SHALL BE KEPT IN OPERATION EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF THE UTILITY OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PRESERVE EXISTING UTILITIES AND ANY AND ALL DAMAGE TO EXISTING UTILITIES AS A RESULT OF THE CONTRACTOR'S ACTIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
6. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, DRIVEWAYS, SIDEWALKS, FENCES, RETAINING WALLS, ETC. REMOVED OR DAMAGED DURING CONSTRUCTION WITH THE SAME MATERIAL REMOVED OR DAMAGED OR AS DIRECTED BY THE ARCHITECT/ENGINEER.
7. THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PROCEEDING WITH ANY SITE WORK WITH WHICH A CONFLICT HAS ARISEN DURING THE CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
8. ALL FUGITIVE DUST SHALL BE CONTROLLED ON SITE. ONLY AREAS SCHEDULED FOR IMMEDIATE CONSTRUCTION SHALL BE CLEARED OR STRIPPED OF VEGETATION. WATERSHEDS, APPLICATION OF CALCIUM CHLORIDE OR OTHER PRIOR APPROVED MEANS OF DUST CONTROL SHALL BE EMPLOYED TO PREVENT THE EMANATION OF DUST FROM THE SITE. PERMANENT GRASSING, LANDSCAPING AND OTHER SITE WORK SHALL BE INCORPORATED AS SOON AS POSSIBLE.
9. CONSTRUCTION SHALL BE CARRIED OUT "IN THE DRY". THE CONTRACTOR SHALL REVIEW SITE CONDITIONS AND DETERMINE METHODS AND EXTENT OF DEWATERING NECESSARY AND SHALL INCLUDE COSTS OF DEWATERING IN THE BID. NO ADDITIONAL COMPENSATION SHALL BE PROVIDED FOR CONTROL OF GROUND OR SURFACE WATER OR FOR ADDITIONAL MATERIALS OR REWORK REQUIRED AS A RESULT OF INADEQUATE OR INSUFFICIENT DEWATERING.
10. ALL WORK TO BE PERFORMED FOR THE COMPLETION OF THIS PROJECT SHALL BE CONSTRUCTED ACCORDING TO THE BEST PRACTICES OF THE INDUSTRY AND IN ACCORDANCE WITH THE SPECIFICATIONS, AND ALL APPLICABLE FEDERAL, STATE, COUNTY AND/OR CITY CODES, ORDINANCES, STANDARDS AND PERMIT CONDITIONS.
11. REFER TO DETAILS FOR TREE PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOT REMOVE ANY TREES OTHER THAN THOSE SPECIFICALLY SHOWN TO BE REMOVED.
12. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING SITE EROSION AND SHALL PROVIDE ADDITIONAL SOD, AS NECESSARY, TO ACHIEVE A FULLY GRASSSED SITE FREE FROM RUTTING, ETC. TO THE LINES & GRADES SHOWN HEREIN UPON FINAL ACCEPTANCE.
13. SOD ALL DISTURBED AREAS WITH MATCHING VARIETY.
14. CONTRACTOR TO PROVIDE CLEAN FILL FREE OF ROOTS, WIRE, CONCRETE AND ALL OTHER CONSTRUCTION DEBRIS.
15. IT IS IN THE INTEREST OF THE CONTRACTOR TO PERFORM PRE AND POST VIDEO OF STILL IMAGES OF WORK AREA, PATHWAYS, STOCKPILES, PARKING AREAS, STAGING AREAS, ETC. AND ADJACENT AREAS OF WORK ZONE. IMAGERY SHALL BE REVIEWED FOR COVERAGE AND CLARITY PRIOR TO CONSTRUCTION. ALL IMAGERY SHALL BE MADE AVAILABLE TO ALL INTERESTED PARTIES INVOLVED IN THIS WORK WHEN REQUESTED.

ENVIRONMENTAL PROTECTION NOTES

1. CONSTRUCTION EQUIPMENT SHALL NOT BE OPERATED IN WETLAND AREAS UNLESS SUCH CONSTRUCTION PRACTICES ARE APPROVED IN A PLAN OF OPERATION SUBMITTED TO THE ENGINEER & THE APPROPRIATE REGULATORY AUTHORITIES.
2. WHERE CONSTRUCTION IS NECESSARY ACROSS OR ADJACENT TO WETLAND JURISDICTIONAL AREAS, SILT BARRIERS SHALL BE INSTALLED AS SHOWN ON THE PLANS. SILT BARRIERS SHALL BE CONSIDERED AS LIMITS OF CONSTRUCTION WITHIN OR ADJACENT TO JURISDICTIONAL AREAS.
3. STAKED OR FLOATING SILT SCREENS OR HAY BALES, AS APPROPRIATE, SHALL BE UTILIZED AS SILT BARRIERS AND PLACED AROUND THE ENTIRE SITE AT THE LIMITS OF CONSTRUCTION AND AT OTHER LOCATIONS AS REQUIRED TO KEEP SEDIMENT FROM LEAVING THE PROPERTY. THESE BARRIERS SHALL BE INSTALLED PRIOR TO COMMENCING WITH ANY CONSTRUCTION. THE CONTRACTOR SHALL MONITOR AND MAINTAIN ALL SILT BARRIERS INCLUDING DAILY INSPECTIONS TO CHECK THEIR INTEGRITY. ANY LOOSE OR DAMAGED SILT BARRIERS SHALL BE IMMEDIATELY REPAIRED OR REPLACED, AS NECESSARY. ONCE CONSTRUCTION IS COMPLETED AND FINISHED GRADING AND STABILIZATION HAS BEEN ACHIEVED, SILT BARRIERS SHALL BE COMPLETELY REMOVED TO THE SATISFACTION OF THE ENGINEER AND PRIOR TO FINAL ACCEPTANCE.
4. ALL WATER COLLECTED AND PUMPED DURING DEWATERING ACTIVITIES SHALL BE DISPOSED OF IN UNDISTURBED UPLAND AREAS INTO DOUBLE STAKED HAY BALES. DISCHARGE LOCATIONS SHALL BE OVER UNDISTURBED SOIL, A MINIMUM OF 75 FEET FROM THE NEAREST WATER BODY, WETLAND AREA, OR INLET TO ALLOW FOR MAXIMUM OVERLAND FILTRATION OF SOIL PARTICLES.
5. TEMPORARY STOCKPILES SHALL NOT BE LOCATED ADJACENT TO UNDISTURBED WETLANDS WHERE SEDIMENTATION FROM STOCKPILES MAY CAUSE DAMAGE TO WETLAND. ADDITIONALLY, SILT BARRIERS SHALL CONTINUOUSLY AND FULLY ENCIRCLE ALL STOCKPILES WHICH WILL REMAIN FOR LONGER THAN 24 HOURS TO CONTAIN MATERIALS WITHIN A REASONABLY CONFINED AREA. NO STOCKPILING IN STREETS OR PUBLIC ROW.
6. THE CONTRACTOR SHALL NOT REMOVE ANY TREES OTHER THAN THOSE SPECIFICALLY SHOWN TO BE REMOVED. IF ANY TREES ARE REMOVED IN WETLAND JURISDICTIONAL AREAS WITHOUT PROPER AUTHORIZATION, CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING A DETAILED RESTORATION AND/OR MITIGATION PLAN, SUBMITTING PLAN TO AND OBTAINING APPROVAL FROM SWFWMD, AND COMPLETING ANY MONITORING AND MAINTENANCE REQUIREMENTS IMPOSED AS A RESULT OF TREE REMOVAL.
7. THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT ALL TREES NOT SPECIFICALLY SHOWN TO BE REMOVED. NO ACTIVITIES (EQUIPMENT, FILL PLACEMENT, ETC.) SHALL TAKE PLACE WITHIN THE DRIPLINE OF THE TREES TO REMAIN. IF NECESSARY, THE CONTRACTOR SHALL PROTECT TREES WITH SUITABLE BARRICADES. ONCE INSTALLED, ALL PROTECTIVE TREE BARRICADES SHALL BE INSPECTED BY THE HILLSBOROUGH COUNTY NATURAL RESOURCES DEPARTMENT PRIOR TO THE ISSUANCE OF THE CONSTRUCTION PERMIT.

PLAN INDEX

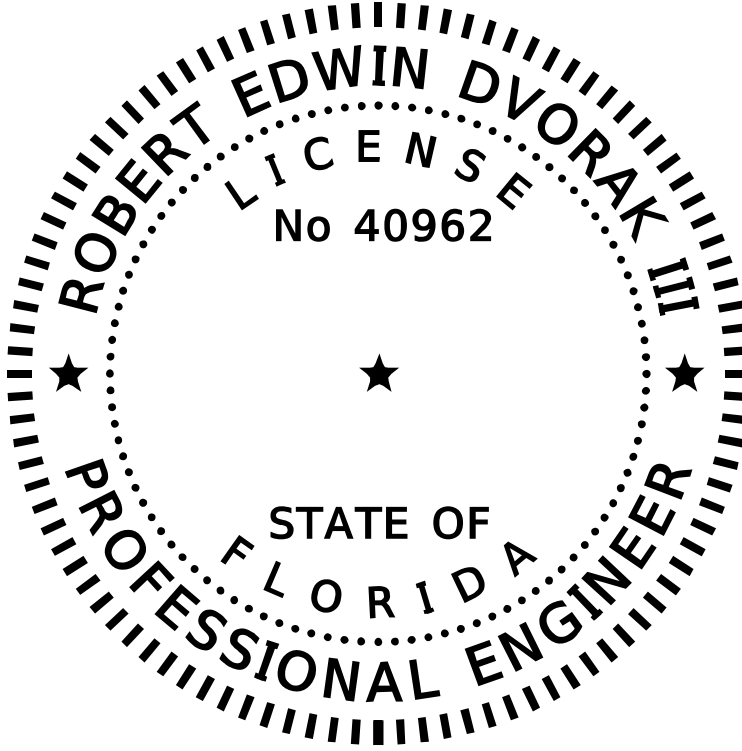
- | | |
|---|---|
| 1 | COVER SHEET |
| 2 | PLAN SHEET |
| 3 | ARCHIVED POOL PLAN (FOR INFORMATION ONLY) |

SITE DATA

ADDRESS :	PORT CHARLOTTE, FL
EXISTING SITE USE :	RESIDENTIAL SUBDIVISION
PROPOSED SITE USE :	RESIDENTIAL SUBDIVISION

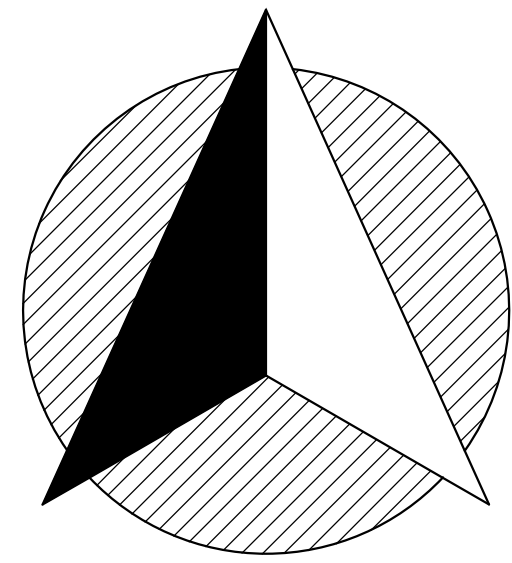
This item has been digitally signed and sealed by Robert E. Dvorak, PE, on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

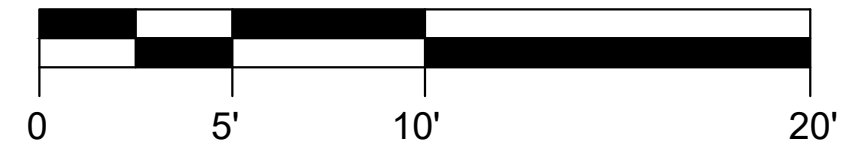


ROBERT E. DVORAK, P.E. SEAL NO. # : 40962

1. CLUBHOUSE PROPERTY OUTSIDE CONSTRUCTION ZONE SHALL BE MAINTAINED AND UNOBSTRUCTED SO THAT ALL OTHER AMENITIES ARE USABLE
2. CONTRACTOR SHALL SECURE SITE AND PROVIDE SIGNAGE FOR THE DURATION OF THE PROJECT
3. STAGING AREAS AND NUMBER OF VEHICLES TO OCCUPY SITE TO BE DETERMINED AT PRE-CONSTRUCTION MEETING
4. PROPERLY DRAIN THE POOL
5. PLACE SILT FENCE AND WORK ZONE FENCE AROUND EXCAVATION LIMITS AS SHOWN ON THE PLAN
6. PLACE INLET FILTER BAG IN THE EXISTING INLETS UNTIL ALL EARTHWORK HAS BEEN COMPLETED
7. SHOOT EXISTING CORNERS OF THE POOL PRIOR TO DISTURBANCE TO OBTAIN EXISTING ELEVATIONS (TO BE MATCHED UPON COMPLETION) AND PATCH POOL DECK SURFACE
8. EXCAVATE THE PAVERS 10 FEET FROM THE EDGE OF THE POOL TO THE EDGE OF THE POOL. ENSURE ALL UTILITIES UNCOVERED DURING EXCAVATION ARE PROTECTED AND/OR REPLACED BACK TO THE EXISTING CONDITIONS WHEN FILLING BACK IN
9. EXCAVATION IS TO BE LIMITED TO ONE EDGE OF THE POOL AT A TIME
10. ALL PAVERS WITHIN 10 FEET OF THE EDGE OF THE POOL ARE TO BE CAREFULLY REMOVED IN ORDER TO REUSE AS MANY PAVERS AS POSSIBLE
- 10.1. STOCKPILE PAVERS IN APPROVED LOCATION
- 10.2. REPLACE ALL BROKEN PAVERS WITH MATCHING
11. THE EXISTING EARTH IS TO BE EXCAVATED TO A DEPTH EQUAL TO 1 FOOT BELOW THE ELEVATION OF THE BOTTOM OF THE POOL. THE POOL DEPTH VARIES FROM 3 TO 6 FEET
- 11.1. PROPERLY DISPOSE OF ALL MATERIALS REMOVED FROM THE SITE
12. EXCAVATED AREAS ARE TO BE FILLED BACK TO MATCH THE EXISTING GRADE USING CLEAN FILL
- 12.1. CLEAN FILL SHOULD BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE GEOTECHNICAL ENGINEER
- 12.2. CLEAN FILL SHOULD BE PLACED IN LOOSE LIFTS NOT EXCEEDING 8 INCHES IN THICKNESS
- 12.3. CLEAN FILL SHOULD BE A SELECT STRUCTURAL FILL, FREE OF ROOTS AND ORGANICS
13. INSTALL ADA LIFT (BY OTHERS)
14. RESET PAVERS TO MATCH EXISTING GRADE AND REPLACE BROKEN PAVERS TO MATCH
15. INSTALL DOUBLE HAND RAIL (BY OTHERS)
16. BROKEN POOL TILE IS TO BE REMOVED AND REPLACED
17. REMOVE E&S CONTROLS (SILT FENCE AND INLET PROTECTION)
18. REFILL THE POOL



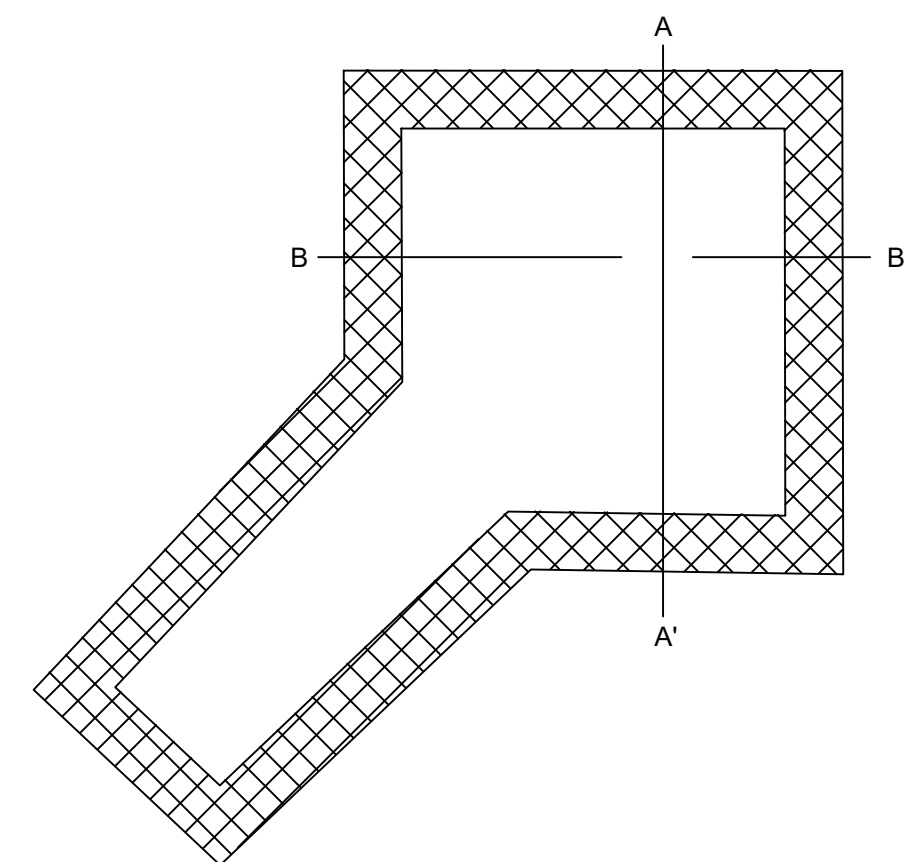
Scale: 1"= 10'



MEG MATCH EXISTING GRADE
EXCAVATION AREA

WORK ZONE FENCE: 209 LF

1. WORK SHALL BE PERFORMED SO THAT NO MORE THAN ONE SIDE OF THE POOL IS EXCAVATED AT A TIME
2. SOD ALL DISTURBED AREAS (MATCH EXISTING).
3. DEPTH MARKERS AND NO DIVING SIGNAGE TO REMAIN IN PLACE OR BE RESTORED
4. HAND RAILS TO REMAIN OR BE RESTORED
5. CONTRACTOR SHALL HAVE A SUPERVISOR RESPONSIBLE FOR THE WORK FOR THE DURATION OF THE PROJECT
6. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SURVIVABILITY OF SOD FOR 30 DAYS AFTER ACCEPTANCE
7. CONTRACTOR TO CONTACT ENGINEER FOR APPROVAL OF ANY DEVIATION NECESSARY AFTER VERIFICATION OF ALL EXISTING DATA
8. NO CONSTRUCTION
9. UTILITY CONFLICTS AND DAMAGED UTILITIES TO BE RESOLVED OR RESTORED BY CONTRACTOR. SEE ARCHIVED POOL SCHEMATIC (BY OTHERS).



DETAIL 1 PLAN VIEW

Robert E. Dvorak, P.E.
Florida P.E. NO. 40962

PRINT DATE: 1/29/2020 ORIGINAL: 1/10/2020

PRINT DATE: _____
REVISIONS: _____

POOL IMPROVEMENTS

SHEET 2

HERITAGE OAK PARK CDD
19520 HERITAGE OAK BOULEVARD
PORT CHARLOTTE, FL 33948

JOB NO. 19-01826-001
DRAWN SRE
DESIGNED SRE
CHECKED RED
QC RED
SHEET

**PRELIMINARY
CONSTRUCTION SET**



THE FLOW RATE THROUGH EACH INLET SHALL NOT EXCEED 18 G.P.M. AND ARE FLOW ADJUSTABLE.

POOLS GREATER THAN 30 FEET MAY HAVE A COMBINATION OF WALL AND FLOOR INLETS PROVIDED THE NUMBER OF WALL INLETS IS SUCH THAT THE MAXIMUM SPACING BETWEEN WALL INLETS IS 20 FEET AND THE FLOOR INLETS ARE PROVIDED FOR THE POOL WATER AREA BEYOND A 15 FOOT PERPENDICULAR DISTANCE FROM ALL WALLS. THE NUMBER OF FLOOR INLETS SHALL BE SUCH THAT THE SPACING BETWEEN ADJACENT INLETS DOES NOT EXCEED 20 FEET AND THE DISTANCE FROM A FLOOR INLET AND AN ADJACENT WALL DOES NOT EXCEED 25 FEET. FLOOR INLETS SHALL BE DESIGNED AND INSTALLED SUCH THAT THEY DO NOT PROTRUDE MORE THAN FIVE-EIGHTS INCHES ABOVE THE POOL FLOOR AND NOT TO CONSTITUTE SHARP EDGES OR PROTRUSIONS HAZARDOUS TO THE POOL BATHERS.

NOTES:

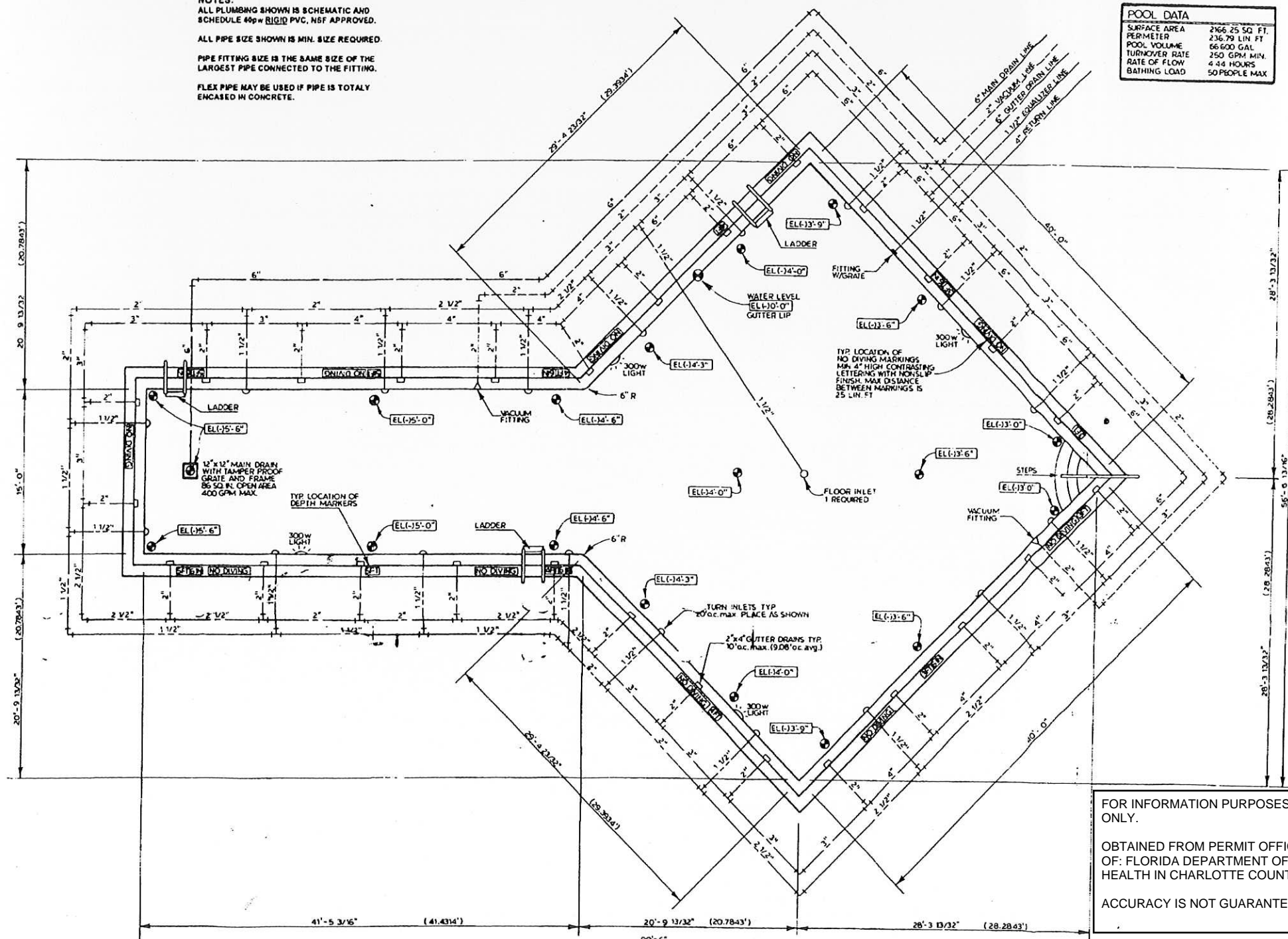
ALL PLUMBING SHOWN IS SCHEMATIC AND SCHEDULE 40S W/ RIGID PVC, NSF APPROVED.

ALL PIPE SIZE SHOWN IS MIN. SIZE REQUIRED.

PIPE FITTING SIZE IS THE SAME SIZE OF THE LARGEST PIPE CONNECTED TO THE FITTING.

FLEX PIPE MAY BE USED IF PIPE IS TOTALLY ENCASED IN CONCRETE.

POOL DATA	
SURFACE AREA	2166.25 SQ. FT.
PERIMETER	236.79 LIN. FT.
POOL VOLUME	66600 GAL.
TURN-OVER RATE	250 GPM MIN.
RATE OF FLOW	4.44 HOURS
BATHING LOAD	50 PEOPLE MAX



THE POOL RULES SIGN MUST HAVE A MINIMUM OF ONE INCH HIGH LETTERING, EXCEPT THE "NO DIVING" LETTERING MUST BE A MINIMUM OF FOUR INCHES IN HEIGHT.

ADDITIONAL RULES RELATING TO POOL OPERATION AND PATRON BEHAVIOR MAY BE POSTED.

CONSTRUCTION
SOUTHERN
SOUTHERN
E-4, AND ANY

BY BUILDING
AND
IS PRIOR TO

ANY DEVIATIONS
AND BY THE

1 SPECIFICATIONS,
THESE PLANS
THIS OF SUCH
RESULTS AND

FOR SUPERVISION
STANDARD
1980 DEPARTMENT

FOR INFORMATION PURPOSES
ONLY.

OBTAINED FROM PERMIT OFFICE
OF: FLORIDA DEPARTMENT OF
HEALTH IN CHARLOTTE COUNTY

ACCURACY IS NOT GUARANTEED.



REQUEST FOR PROPOSAL

Pool Improvements

FOR

Heritage Oak Park Community Development District

Prepared By:
Johnson, Mirmiran, and Thompson, Inc.
2000 E. 11th Ave, Suite 300
Tampa, Florida 33605
Robert E. Dvorak, PE
(813) 314-0285

January 21, 2020

Heritage Oak Park Community Development District (CDD) located in Port Charlotte, FL is requesting proposals for pool improvements. The project consists of the excavation of unsuitable soils under the existing pool deck, filling and compaction of new fill material, restoration of the pool deck, and related work as described in the proposal documents and construction plans.

Proposer shall deliver a proposal via email (rdvorak@jmt.com) to JMT by 4:00 pm on Monday, March 9th, 2020.

Please direct questions regarding this RFP to:

Robert E. Dvorak, PE
Johnson, Mirmiran, and Thompson, Inc.
2000 E. 11th Ave. Suite 300
Tampa, FL 33605
(813) 314-0285
sbrletic@jmt.com

Thank you for your interest.

I. PROPOSAL INFORMATION

Purpose of Proposal:

The Heritage Oak Park CDD is seeking to engage a firm for pool improvements consisting of the excavation of unsuitable soils under the existing pool deck, filling and compaction of new fill material, restoration of the pool deck, and related work as described in the proposal documents and construction plans. in the Heritage Oak Park Subdivision, Port Charlotte, Florida.

The Contractor shall provide all materials, labor, installation, and warranties to complete the project in accordance with the construction plans that are part of the contract documents. Prior to submitting a Proposal, proposers shall review the plans and meet with the board and District Engineer for a mandatory pre-bid meeting to become familiar with the site conditions.

Proposal Terms:

- A. Heritage Oak Park CDD reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Proposer's qualifications and capabilities to provide the specified service, and other factors which the CDD may consider. The CDD does not intend to award a Bid fully on the basis of any response made to the proposal; the CDD reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Proposer whose proposal is deemed to best meet the CDD's specifications and needs.
- B. The CDD reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the CDD to be in the best interests of the CDD even though not the lowest bid.
- C. The price quotations stated in the Proposer's proposal will not be subject to any price increase for a period of twelve (12) months from the date on which the proposal is delivered.
- D. Proposals must be signed by an official authorized to bind the Proposer to its provisions for at least a period of 90 days. Notice to Proceed is not anticipated prior to April 20th, 2020. Failure of the successful Proposer to accept the obligations of the contract may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided and deadlines for submission of the proposals may be adjusted to allow for revisions. To be considered, an original proposal must be submitted on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

II. PROPOSAL REQUIREMENTS

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Proposer. The CDD will evaluate the proposals based on the following factors: price, qualifications of the proposer, warranties, and proposed schedule.

1. Proposer's qualifications to perform the services required by CDD. Include a copy of the Proposer's current relevant licenses. Include information such as years in business, number of employees, number of similar projects completed, and location of the office that would be providing these services.
2. List three references from corporate or government customers for whom the Proposer have performed similar work within the past three (3) years. Include business name, contact name, phone number, and e-mail address.
3. Review the following standard contract provisions and insurance requirements. Note in the proposal any limitations on providing the services in accordance with these provisions.
4. Provide a price proposal as follows: A price to perform the work for the pool improvements. Also, provide with the price proposal any additional terms and conditions, the proposed schedule (number of weeks to complete after receipt of Notice to Proceed), and the Proposer's warranty for materials and workmanship.

III. STANDARD CONTRACT PROVISIONS

If a contract is awarded, the selected Proposer will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles of the CDD, such as the following:

ARTICLE I - SCOPE OF SERVICES

The Contractor will (***SPELL OUT SCOPE OF SERVICE***)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the CDD will pay the Contractor an amount not to exceed (***SPELL OUT DOLLAR AMOUNT***).

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to ***Robert Dvorak, PE, Heritage Oak Park District Engineer*** and shall cooperate and confer with him as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the CDD.

Section 4 - The CDD or its delegate may review and inspect the Contractor's activities during the term of this Contract.

Section 5 - When applicable, the Contractor shall submit a final, written report to the CDD.

Section 6 - After reasonable notice to the Contractor, the CDD may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This Contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

ARTICLE V - PERSONNEL

Section 1 - The Contractor shall provide the required services and shall not subcontract or assign the services without the CDD's prior written approval.

Section 2 - The Contractor will not hire any CDD employee for any of the required services without the CDD's prior written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the CDD for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the Contractor. For purposes of this Contract, the term "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Contractor shall protect, defend and indemnify the CDD, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the CDD in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Florida statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The CDD shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of Florida laws, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the CDD Manager, if so requested. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the CDD. Contractor shall be responsible to the CDD or insurance companies insuring the CDD for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the CDD Manager with satisfactory certificates of insurance or a certified copy of the policy.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the CDD Manager. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the CDD Manager with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the CDD c/o: Heritage Oak Park CDD, Bob Koncar, District Manager, Inframark, 5911 Country Lakes Blvd Fort Myers, FL 33905, and shall provide for 30-day written notice to the Certificate holder of cancellation or modifications of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements, Florida laws, Charlotte County ordinances, and the Americans with Disabilities Act. The Contractor shall be fully responsible for obtaining any and all permits necessary to perform and complete the work.

ARTICLE IX - INTEREST OF CONTRACTOR AND CDD

The Contractor certifies that it has no interest which would conflict with the performance of services required by this Contract. The Contractor also promises that, in the performance of this Contract, no officer, agent, or employee of the CDD may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

ARTICLE X - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this Contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this Contract by the Contractor must reference the project sponsorship by the CDD.

ARTICLE XII - ASSIGNS AND SUCCESSORS

This Contract is binding on the CDD and the Contractor, their successors and assigns. Neither the CDD nor the Contractor will assign or transfer its interest in this contract without the prior written consent of the other.

ARTICLE XIII - TERMINATION OF CONTRACT

The CDD may terminate the contract by giving thirty (30) days written notice to the Contractor.

ARTICLE XIV - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the CDD against such liability.

ARTICLE XV - PRACTICE AND ETHICS

The parties shall conform to the code of ethics of their respective national professional associations.

ARTICLE XVI- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the CDD and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XVII - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Florida. The parties agree that the proper venue for litigation arising out of this contract is in Hillsborough County, Florida.

ARTICLE XVIII - EXTENT OF CONTRACT

This Contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XIX – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ARTICLE XX – CONTRACT DOCUMENTS

The construction plans entitled Heritage Oak Park CDD Pool Improvement Plans (Sheets 1-3) dated 1/10/2020 are hereby made part of the Contract Documents.