



REQUEST FOR PROPOSAL
2021 Irrigation System Upgrades
FOR
Heritage Oak Park Community Development District

Prepared By:
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February 9, 2021

Heritage Oak Park Community Development District (CDD) located in Port Charlotte, FL is requesting proposals for irrigation system upgrades as described in the proposal documents and exhibit attached.

Proposer shall deliver a proposal via email (michelle.egan@inframark.com) by 4:00 pm on Thursday, March 11th, 2021.

Please direct questions regarding this RFP to:

Michelle Egan
Project Manager
19520 Heritage Oak Blvd
Port Charlotte, FL 33948
Office (941)235-3566 x403
Cell (941)6661-4820
Michelle.egan@inframark.com

Thank you for your interest.

I. PROPOSAL INFORMATION

Purpose of Proposal & Scope of Services:

Heritage Oak Park Community Development District (CDD) located in Port Charlotte, FL is requesting proposals for the scope of services below.

This project will involve reviewing and analyzing the existing irrigation system to determine if a proposed mainline replacement will impact the future operations of the irrigation system. The mainline replacement will include replacing all existing underground irrigation piping with 3-inch, 4-inch and 6-inch piping as indicated on the attached map.

All roadway crossings will be isolated with gate valves and sleeved into HDPE pipes. The tasks for this analysis will include:

Data Collection: Collect and review existing baseline demand data and existing pump design points and operations

Analysis: Develop a hydraulic model or produce calculations to simulate the existing and future operations of the irrigation system

Tech Memorandum: Provide a signed and sealed technical memorandum that summarizes hydraulic analysis and states the expected operation of the future system with recommendations for construction.

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 visit the site 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 March 22, 2021. 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. All contractors shall be required to have Certification in Baseline Irrigation Systems.
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 referenced under "Purpose of Proposal & Scope of Services". Also, provide with the price proposal any additional terms and conditions and fully identify the surface treatment to be provided, the proposed schedule (number of weeks to complete after receipt of Notice to Proceed), and the Proposer's warranty for materials and workmanship.
5. Each contractor should provide the following quotes; (1) all existing pipe to be replaced with HDPE in all areas indicated on the map (2) replace all existing pipe with HDPE and new wires and valves (3) replace with SCH 40 PVC in all areas with the exception of under roadway where they will be sleeved in HDPE pipe and existing new 3 in SCH 40 PVC as indicated in light blue on the attached map. (4) replace with SCH 40 PVC in all areas with the exception of under roadway where they will be

sleeved in HDPE pipe and new wires and valves and excluding new 3 in SCH 40 PVC as indicated in light blue on the attached map. Any additional options please provide under a separate line item and priced individually.

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 **Michelle Egan** and shall cooperate and confer with her 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, if so requested.

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, Michelle Egan, Inframark, 19520 Heritage Oak Blvd | Port Charlotte, FL 33948 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 Charlotte County, Florida.

ARTICLE XVIII - EXTENT OF CONTRACT

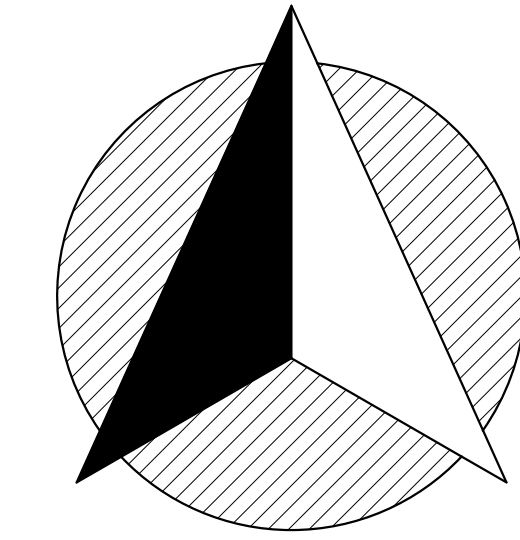
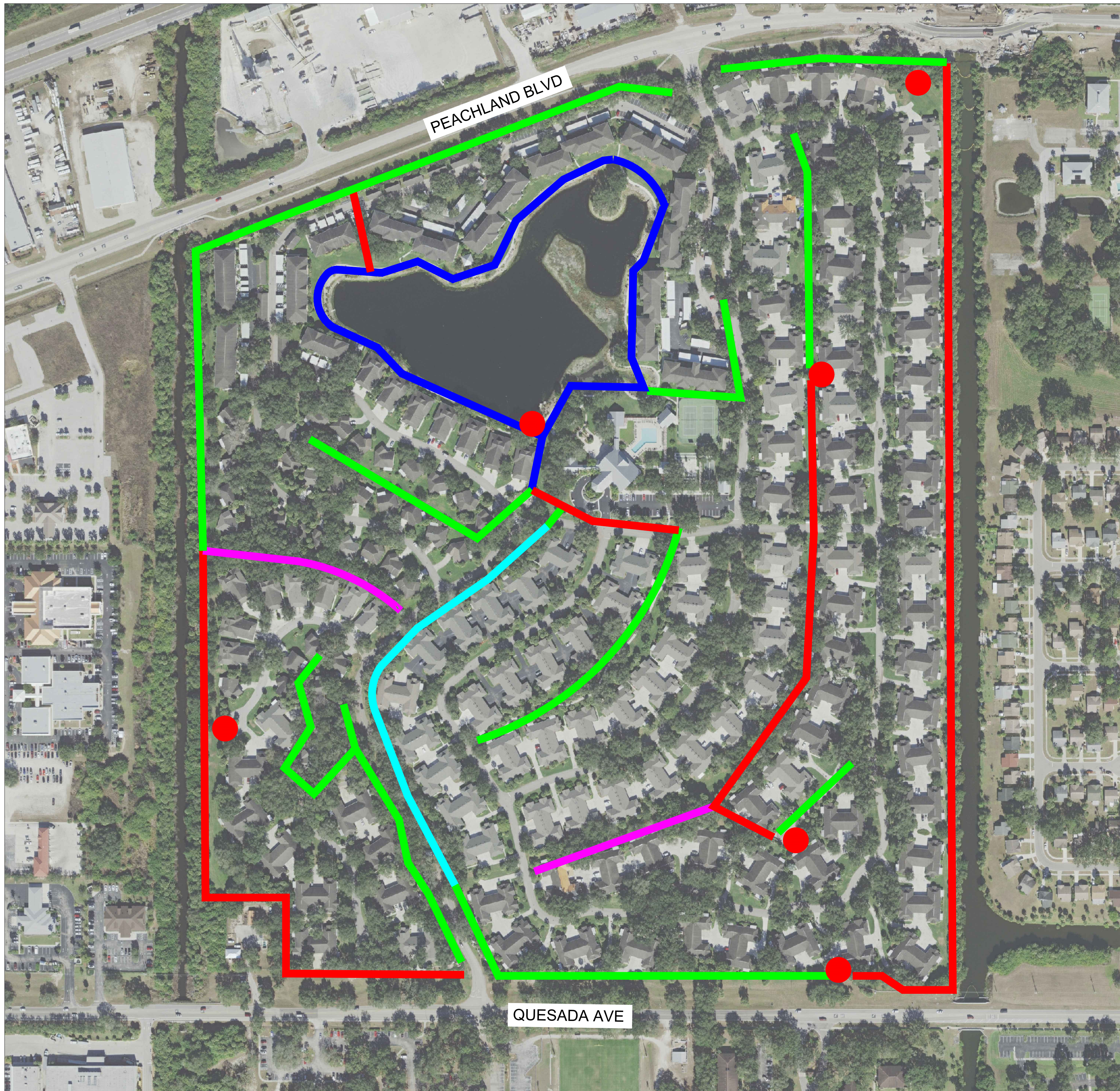
This Contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XIX – ELECTRONIC SIGNATURES

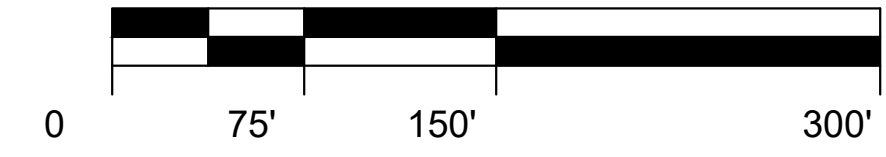
All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ARTICLE XX – CONTRACT DOCUMENTS

The exhibit entitled Heritage Oak Park-Irrigation Exhibit (1 Sheet) dated 01/22/2021 are hereby made part of the Contract Documents.



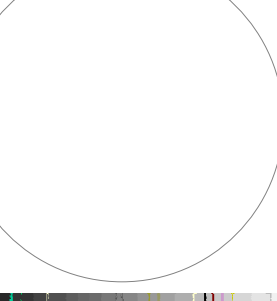
Scale: 1"= 150'



LEGEND	
	WELL AND PUMP LOCATIONS
	6" PIPE (~2804FT)
	4" PIPE (~6680FT)
	3" PIPE (~8425FT)
	3" NEW PIPE (~1234FT)
	CONVERT TO A SINGLE 3" PIPE (~1084FT)



Robert Dwyer, P.E.
Florida P.E. NO. 40862



PRINT DATE: 01/22/2021 ORIGINAL: 01/22/2021

REVISIONS:
1
2
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HERITAGE OAK PARK CDD - IRRIGATION EXHIBIT

HERITAGE OAK PARK CDD

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