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**CITY OF CRESTVIEW  
DEPARTMENT OF PUBLIC SERVICES**

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**UNDERGROUND UTILITY SERVICES CONTRACT  
Bid No. 17-0511C**

**Brona D. Steele  
Director  
of  
Public Services**

SECTION 00020  
ADVERTISEMENT FOR PROPOSAL  
FOR  
CITY OF CRESTVIEW  
UNDERGROUND UTILITY SERVICES CONTRACT  
BID NO. 17-0511C

NOTICE IS HEREBY GIVEN: That sealed proposals will be received by the City of Crestview, at the City Clerk's Office 198 N. Wilson Street, Crestview, Florida 32536; until **May 11, 2017 at 2:00 p.m.**

Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is received will be resolved against the bidder.

Proposal opening will be promptly at 2:00 p.m. on May 11, 2017 at the City Hall Council Chambers, 198 N. Wilson Street, Crestview, Florida 32536, at which time all proposals received will be publicly opened and read aloud.

DESCRIPTION OF WORK: All work for the Project shall be awarded and constructed, if award is made, under one Contract. Proposals shall be submitted for the Work described:

The purpose of this bid is to solicit proposals from contractors qualified to provide us with routine services for installing utilities such as: fire hydrants, water meters, water mains, sewer mains, manholes, etc. Contractor will furnish all labor and equipment to complete any assigned project and comply to the Standard Form of Agreement between the Owner and Contractor.

BIDDING DOCUMENTS can be obtained and reviewed at:

Crestview City Hall  
Elizabeth M. Roy, City Clerk  
P.O. Box 1209  
198 N. Wilson St.  
Crestview, FL 32536  
(850) 682-1091

The City of Crestview reserves the right to accept or reject, in part or total, any or all proposals and to waive any informalities as deemed in the best interest of the City. All proposals must be marked on the outside of the envelope with the proposal name, the time and date of opening. It shall be the Bidder's responsibility to ensure that proposals are delivered to the above address by the appointed time.

Proposals shall be prepared from complete Bidding Documents.

**PROPOSAL SUBMITTAL:** A single proposal shall be submitted for the work. The contract will be awarded pursuant to the requirements of applicable state and federal laws and regulations.

Award will be made to the lowest responsible and responsive bidder. The City of Crestview will in no way be liable for any costs incurred by any bidder in the preparation of its Proposal in response to this Invitation to Proposal.

The City reserves the right to waive technicalities or irregularities, to reject any or all proposals, and to accept that Proposal which is in the best interest of the City.

The CITY OF CRESTVIEW, FLORIDA does not discriminate on the basis of race, color, national origin, sex, religion, age, and handicapped status in employment or provision of service.



**CITY OF CRESTVIEW, FLORIDA**  
Crestview, Florida

END OF SECTION



**CITY OF CRESTVIEW**  
**Department of Public Services**  
715 Ferdon Boulevard North  
Crestview, Florida 32536

Director  
Brona D. Steele  
**E-Mail:** [steele@cityofcrestview.org](mailto:steele@cityofcrestview.org)

Telephone No. (850) 682-6132  
Fax No. (850) 682-7359  
**E-Mail:** [publicservices@cvflorg.gccoxmail.com](mailto:publicservices@cvflorg.gccoxmail.com)

## BID PROPOSAL

BIDDERS NAME: \_\_\_\_\_

PROJECT: UNDERGROUND UTILITY SERVICES CONTRACT #17-0511C for the City of Crestview, Florida

The Bidder proposes (to furnish all LABOR and EQUIPMENT ONLY and perform all Work for the following price:

Item No.	Pipe Size	Description	Quote per foot/hour/each	Quote
		<b>GRAVITY SEWER (New Construction)</b>		
1	12"	8' TO 10' CUT	per foot	\$
2		6' TO 8' CUT	per foot	\$
3		0' O 6' CUT	per foot	\$
4	10"	8' TO 10' CUT	per foot	\$
5		6' TO 8' CUT	per foot	\$
6		0' O 6' CUT	per foot	\$
7	8"	8' TO 10' CUT	per foot	\$
8		6' TO 8' CUT	per foot	\$
9		0' O 6' CUT	per foot	\$
10	6" or less	8' TO 10' CUT	per foot	\$
11		6' TO 8' CUT	per foot	\$
12		0' O 6' CUT	per foot	\$
		<b>WATER &amp; FORCE MAINS (New Construction)</b>		
13		12" PVC	per foot	\$
14		12" GATE VALVES	Each	\$
15		12" FITTINGS	Each	\$

Item No.	Pipe Size	Description	Quote per foot/hour/each	Quote
		<b>WATER &amp; FORCE MAINS (New Construction)</b>		
16	10"	10" PVC	per foot	\$
17	10"	10" GATE VALVES	Each	\$
18	10"	10" FITTINGS	Each	\$
19	8"	8" PVC	per foot	\$
20	8"	8" GATE VALVES	Each	\$
21	8"	8" FITTINGS	Each	\$
22	6"	6" PVC	per foot	\$
23	6"	6" GATE VALVES	Each	\$
24	6"	6" FITTINGS	Each	\$
25	4" or less	4" PVC AND UNDER	per foot	\$
		<b>MISCELLANEOUS SERVICES</b>		
26		Fire Hydrant Removal and Install New	Hand Dug/EACH	\$
27		Fire Hydrant Removal and Install New	backhoe/EACH	\$
28		Tapping Sleeves and Valves	All sizes/EACH	\$
29		Tie-ins	All sizes/EACH	\$
30		Dozier Work	per hour	\$
31		Water Meter Removal and Install New	All sizes/EACH	\$
		<b>EMERGENCY SERVICES</b>		
32		Mobilization Charge	with Track Hoe	\$
33		Mobilization Charge	with Back Hoe, Mini Excavator, Misc.	\$
34		With Trackhoe	per hour	\$
35		Backhoe, Mini Excavator, Misc.	per hour	\$

TOTAL BASE BID \$(Numerals) \_\_\_\_\_

(Written) \_\_\_\_\_

Provides pricing for all required labor and equipment only to complete all the work indicated for the city as indicated in these specifications. If there is a difference between the numerical or written values, the written will take precedence or whichever is in the best interest of the City of Crestview, Florida.

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Print Name of Contractor

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Phone

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Authorized Representative or Contractor's Signature

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Date

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Witness

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Date

**STANDARD FORM OF AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**

UTILITY CONTRACTOR TO PROVIDE ROUTINE SERVICES FOR INSTALLING UTILITIES:  
FIRE HYDRANTS, METERS, WATER MAINS, SEWER MAINS, MANHOLES, ETC.

**PROJECT: UNDERGROUND UTILITY SERVICES CONTRACT #17-0511C**

Made this \_\_\_\_ day of \_\_\_\_\_, 2017, between CITY OF CRESTVIEW (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR). Owner and Contractor agree as set forth in the following:

**1.0 The Construction and Extent of Contract**

- 1.1 Contractor accepts the relationship of trust and confidence established between it and Owner by this Contract. It covenants with Owner to furnish its skill and judgment in furthering the interests of Owner. It agrees to furnish labor and equipment only to complete the Project referenced above in this document.
- 1.2 This Contract represents the entire agreement between Owner and Contractor, and supersedes all prior negotiations, representations, or Contracts. This Contract shall not be superseded by any provisions of the documents for construction and may be amended only by written instructions signed by both Owner and Contractor.
- 1.3 Contractor shall have and keep a current State of Florida Underground Utility Contractors License.

**2.0 Contractor's Performance**

- 2.1 Provide regular monitoring of the schedule as construction progresses. Provide all management and supervision that is necessary for the completion of the Project. Contractor covenants with the owner to provide **LABOR AND EQUIPMENT ONLY** in the execution of this contract for a period of three (3) years with an option to renew for an additional three (3) year contract, if both parties agree.
- 2.2 Where any Work is performed by Contractor's own forces, Contractor warrants that all materials included in such Work will be new, unless otherwise specified. With respect to the same Work, Contractor further agrees to correct all work defective in workmanship for a period of one year. No other warranty is expressed or implied. Owner hereby assumes liability and responsibility for all warranties from all suppliers, vendors and contractors not covered in this section.

**3.0 Performance Standards and Quality Assurance**

- 3.1 All repairs and installations shall be completed in a neat and workmanlike manner and in accordance with the applicable codes and requirements. Equipment, materials, and parts supplied shall be new, of a quality conforming to current engineering and manufacturing

standards, free of defects, and suitable for the intended service. Where applicable, repair and maintenance procedures, and activities shall comply with the standard operational and maintenance requirements of the manufacturers of the equipment or apparatuses.

- 3.2 Contractor shall keep work sites clean and free of debris. When providing services, contractor shall maintain a level of cleanliness and neatness needed for proper execution of the work. Contractor shall keep newly installed work clean and protect it from damage. When services are complete, contractor shall clean the work site, in all areas disturbed by its activities, of rubbish, waste material and litter; remove all tools, equipment and surplus materials from the site, and remove any temporary protection and facilities installed during its services. Any surfaces and/or finishes that are damaged by contractor's work shall be patched, repaired and repainted to match surrounding area. Contractor also shall take precautions to protect trees, shrubbery, and sod at its service locations. Where such items are inadvertently destroyed or damaged, contractor shall replace or restore at its cost.
- 3.3 Contractor shall dispose of all waste promptly and shall comply with government regulations and other legal requirements when doing so. The contractor shall not dispose of volatile wastes such as cleaning compounds, primers and solvents; in storm or sanitary drains, on pavements or in gutters, or in a manner that will contaminate soils or be harmful to plant life at the service location.
- 3.4 Contractor shall take precautions to prevent fires and facilitate fire-fighting operations. Contractor shall store flammable materials in non-combustible containers and store away from fire sources, and shall remove flammable waste regularly from the work site. Contractor also shall carefully supervise operation of potential fire sources such as cutting and welding.
- 3.5 Contractor shall take precautions to prevent accidents due to physical hazards. Contractor shall provide barricades and signs as required to protect contractor's personnel and public from hazards and to inform them thereof. Barricades and warning signs shall comply with safety regulations and maintenance of traffic when working on D.O.T. right-of-ways, etc.
- 3.6 Contractor shall provide and require use of safety equipment, clothing and accessories as required by its work activities and safety regulations.
- 3.7 Contractor shall maintain the highest standards for certification as determined by the rules and regulations of the Florida Department of Environmental Protection Agency and Florida Department of Transportation for his employees when performing the work.

#### **4.0 Owner's Responsibilities**

- 4.1 Owner shall provide, or cause to be provided, full information regarding his/her requirements for the project. Failure to completely provide all information in a timely manner hereby gives Contractor written consent to use his/her best judgment in any and all non-specified areas.
- 4.2 Owner shall secure and pay for necessary planning approval fees, easement, utility assessments, and use charges.



- 4.3 Owner shall furnish reasonable evidence satisfactory to Contractor that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Contractor is not required to commence any work.
- 4.4 Obtain all building permits and special permits for the permanent improvements, including permits for inspection or temporary facilities required to be obtained directly by Contractor or by the various Subcontractors. Obtain certificates of approval from the authorities having jurisdiction.

## **5.0 Subcontracts**

- 5.1 If Owner refuses to accept a Vendor or Subcontractor recommended by Contractor, Contractor shall recommend an acceptable substitute and the Price, if applicable, shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.

## **6.0 Changes in the Project**

- 6.1 Owner, without invalidating this Contract, may order Changes in the Project consisting of additions, deletions, or other revisions, the Price and the Substantial Completion Date being adjusted accordingly. All such Changes in the Project shall be authorized by a Change Order.
- 6.2 Change Order is a written order to the Contractor signed by the Owner or his authorized agent issued after the execution of this Contract, authorizing a Change in the Project and/or an adjustment in the Price or the Completion Date.
- 6.3 Should concealed conditions, meaning conditions beyond those stated in this Contract or conditions anticipated by the Contractor, be encountered in the performance of the project, the Price and the Completion Date shall be equitably adjusted by Change Order on claim by Contractor made within thirty (30) days time after the first observance of the conditions.
- 6.4 Owner shall have authority to order minor Changes in the Project not involving an adjustment in the Price or an extension of the Substantial Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such Changes may be effected by written order to the Contractor.
- 6.5 Owner and Contractor waive all rights against each other, Subcontractors, and their Subcontractors for damages caused by perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by Owner and trustee.
- 6.6 Owner and contractor waive all rights against each other and the Subcontractors and their Subcontractors for loss or damage to any equipment used in connection with the Project and covered by any property insurance.
- 6.7 Owner waives subrogation against Contractor, Subcontractors, and their Subcontractors on all property and consequential loss policies carried by Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

- 6.8 If the policies of insurance referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

## **7.0 Emergency Service Request Procedures**

- 7.1 The contractor shall be prepared to respond to emergency calls on a 24-hour/7 days a week/365 days a year basis. The City will make emergency requests by phone, fax or e-mail. The contractor is required to respond to the initial call within 1 hour and arrive on site to assess the repair and respond in the field to such emergency requests within two (2) hours from the time of the initial service request. The contractor will not be required to provide an estimate of the cost of the repair prior to their response.

## **8.0 Hours of Service**

- 8.1 This agreement may require emergency services that could be required at any time on an around-the-clock seven days a week basis. Generally, standard service requests can be dealt with within normal business hours, but the nature of some of the needed work items will require that the contractor be prepared to provide scheduled labor services outside of normal business hours. Normal business hours shall be considered from 6:30 a.m. to 5:00 p.m., Monday through Thursday except for the City's and the contractor's official holidays. Off-hours work will include the periods of 5:00 p.m. through 6:30 a.m., Monday through Thursday and all day on Friday through Sunday and official holidays. The contractor will be expected to provide emergency responses and otherwise scheduled services during these periods when requested by the City. Labor hours during these time frames, outside of normal business hours for emergency responses, will be considered overtime and compensated as such under the agreement.

## **9.0 Termination of the Contract**

- 9.1 If Owner terminates this Contract after the project has commenced, he shall reimburse Contractor for any unpaid proven Cost of the Project due him in accordance with previous paragraph. Contractor shall, as a condition of receiving the payment, execute and deliver all such papers and take all such steps, including the legal assignment of these contractual rights, as Owner may require for the purpose of fully vesting in him the rights and benefits of Contractor under such obligations or commitments.
- 9.2 Contractor shall not assign its interest in this Contract without the written consent of Owner.
- 9.3 The law of the place where the Project is located shall govern this Contract.

## **10.0 Disputes**

- 10.1 All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, except for claims which have been waived by the making or acceptance of final payment MUST be decided by litigation in a state court of proper jurisdiction in Okaloosa County, FL

## **11.0 Contract Price and Time for Completion**

- 11.1 This contract will be a set contract price for services for the period of three (3) years with an additional three (3) year contract extension, if both parties agree.
- 11.2 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the unit prices as presented in the Bid Form, which is incorporated herein and made a part hereof by this reference.

## **12.0 The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that Contractor shall:**

- 12.1 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.
- 12.2 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.
- 12.3 Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
- 12.4 In the statement specified in subsection (1), notify the employees that, as a condition of working on the 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.
- 12.5 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.
- 12.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

## **13.0 Included Documents**

The Advertisement for Proposal and Bid Proposal are incorporated into this agreement and made part of this agreement by reference.

#### **14.0 PUBLIC ACCESS**

Concessionaire as Contractor, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City of Crestview in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the City of Crestview.
- e. **If Contractor has questions regarding the application Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:**

**City Clerk, City of Crestview  
198 North Wilson Street  
P.O. Box 1209  
Crestview, Florida 32536  
(850) 682-1560 Extension 250  
[cityclerk@cityofcrestview.org](mailto:cityclerk@cityofcrestview.org)**

- f. In the event the City of Crestview must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the City of Crestview because Contractor failed to provide access to public records responsive to a public record request, the City of Crestview shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

THE UNDERSIGNED AGREE TO ABIDE BY THE TERMS OF THIS CONTACT AND  
RELATED EXHIBITS SPECIFICALLY REQUIRED HEREIN.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Print/Type \_\_\_\_\_

(Owner or Authorized Representative)

OWNER: CITY OF CRESTVIEW

By: \_\_\_\_\_

City Mayor – David Cadle

Attest: \_\_\_\_\_

City Clerk – Elizabeth M. Roy